Certificate of Incorporation and Shareholders' Agreement
Ironblock Industries Co.

This Certificate of Formation and Shareholders' Agreement of Ironblock Industries Co. ("Agreement") is entered into force as of [DATE] between Ironblock Industries Co. ("Corporation") and all shareholders ("Shareholders") under the laws of Redmont.

1. **Name and Purpose**
   - 1.1. The name of this Corporation is Ironblock Industries Co.
   - 1.2. The purpose of the Corporation is to engage in any lawful act or activity for which Corporations may be organized under the Laws of Redmont, and by such statement all lawful acts and activities shall be within the purposes of the Corporation, except for express limitations, if any.
2. **Shares**
   - 2.1. There shall be 2 Class Shares.
   - 2.2. Class A Shares grant the owner the right to:
     - 2.2.1. attend Shareholders' Meetings, and
     - 2.2.2. vote in Shareholder matters and other matters stated in this Agreement ("Shareholders' matters") with a Class Share Weight of 1.
   - 2.3. Class B Shares grant the owner the right to:
     - 2.3.1. have economic rights; and
     - 2.3.2. receive dividends
   - 2.4. The total number of authorized Class A Shares is 100 with a par value of R$100
   - 2.5. The total number of authorized Class B Shares is 50000 with a par value of R$1
   - 2.6. Upon incorporation, Class A Shares shall be distributed as such:
     - 2.6.1. 85 goes to Ironside525.
     - 2.6.2. 15 goes to fede91218.
3. **Shareholders' Meetings and Voting**
   - 3.1. Voting Power of each Shareholder shall be calculated by multiplying the number of Shares held by the Shareholder with the Class Share Weight of the relevant Class Share. If a Shareholder holds Shares of multiple Classes, their total Voting Power shall be the sum of the products calculated for each Class separately.
   - 3.2. All meetings of Shareholders must be attended by such Shareholders that have a combined Voting Power of at least half of the total Voting Power to be able to carry out their duties or make decisions prescribed herein.
   - 3.3. Unless stated otherwise, all votes of the Shareholders require a simple majority vote.
   - 3.4. In case of a vacancy in the Board of Directors, the Shareholders must appoint a new Director with a vote unless stated otherwise.
   - 3.5. All meetings and decisions of the Shareholders must be documented.

3.6. The Shareholders approve bylaws proposed by the Board of Directors with a simple majority vote.

3.7. Only a Shareholder may begin proceedings to dismiss a Director, who has at least 50% of the total Voting Power; or a group of Shareholders whose sum of their respective Voting Powers is at least 50%.

4. Board of Directors

4.1. The Board of Directors is the supreme managing body of the Corporation made up of Directors appointed and recalled by the Shareholders.

4.2. The Board of Directors is responsible for oversight of management and employees, corporate decisions, financial decisions, the purchase, renting, transfer or sale of property, the long-term goals and strategy of the Corporation and must ensure the Corporation is operated in the best interests of the Shareholders.

4.3. All meetings of the Board of Directors must be attended by at least half of its Directors to be able to make decisions prescribed herein.

4.4. There shall be a Chairman appointed by the Directors themselves who shall chair all Board meetings and shall act in its name as prescribed in herein; but shall not have any special voting rights or powers unless prescribed by the Board itself.

4.5. The Board of Directors by a simple majority vote may create a new position within the Board position and appoint a person to the position with full powers until the Shareholders reconvene to appoint a person to the position. Shareholders in this instance do not need to recall the person, as an appointment of a different person acts as a recall in this instance. Such a creation of a new position must be made as an amendment to this Agreement.

4.6. The Board of Directors by a simple majority vote may create a new Officer position and appoint a person to the position with full powers; such an appointment must be made as an amendment to this Agreement.

4.7. All amendments to this Agreement must be adopted first by the Board of Directors with a simple majority vote and submitted to the Shareholders except for Section 4.6 and 4.7.

4.8. The Board of Directors shall consist of the following persons and shall act as incorporators of the Corporation up until new Directors are appointed:

Position	Person
Chairman	Ironside525
Director	fede91218

4.9. All meetings and decisions of the Board of Directors must be documented.

5. Officers of the Corporation

5.1. Officers of the Corporation shall be the managers of the Corporation and shall handle day-to-day management of the Corporation in their duties and powers delegated to them by this Agreement, bylaws or a decision by the Board of Directors.

5.2. Officers shall be given specific portfolios, and the name of their title shall reflect as such, by the Board of Directors; unless specified otherwise.

5.3. Officers are appointed by the Board of Directors with a simple majority vote and dismissed by an absolute majority of the Board of Directors.

5.4. The first Officers shall be; and act as incorporators:

Position	Person
President	Ironside525
Vice-President	fede91218
Chief Financial Officer (CFO)	Ironside525

6. Employees

6.1. The Officers of the Corporation in their delegated powers or managers or employees delegated the power may hire or dismiss employees.

6.2. Such employees must be paid according to the laws of Redmont, the contractual amount agreed to or any other agreements between the Corporation and the employee.

7. Reserved Matters

7.1. All matters regarding the amendment of this Agreement, issuance of new Shares, the restructuring thereof, the dismissal of Directors and forced buyout must be approved by atleast ⅔ of the total Voting Power except amending the Agreement as prescribed in 4.6.

7.2. All matters regarding the dissolution of this Corporation, substantial Class Share amendments or substantial changes in the issuance thereof and substantial amendments to the power and responsibilities of Shareholders must be approved unanimously by all the Shareholders with Voting Power.

8. Dispute Resolution

8.1. If any conflict arises between either the Corporation and a Shareholder or the Shareholders themselves, then such conflict shall be handled through good faith negotiations first. If the conflict is not resolved, then it shall be handled through arbitration and an arbitrator appointed ad hoc.

8.2. If any of the Corporation’s directives or bylaws interfere with this Agreement, the Agreement shall prevail.

9. Confidentiality

9.1. All Shareholders agree to maintain the confidentiality of the Corporation's proprietary, financial and business information and strategy, and such information, that could cause undue influence to the public, unless waived so by the Board of Directors, a vote of the Shareholders or ordered by a Court of Law.

9.2. In case of breach of confidentiality, the Corporation has the right to claim damages from the offending party.

10. Financing Arrangements

10.1. The Corporation may secure funding through debt, equity or other means. Such funding must be approved by the Board of Directors.

10.2. All issuance of further equity must be in compliance with this Agreement.

11. Exit Strategies

11.1. In an event of a death, permanent incapacitation or prolonged inactivity of a Shareholder, or their intention to fully or partially divest from the Corporation, the other Shareholders have the exclusive right to buy the Shareholder's shares at a value approximate to the market value.

11.1.1. Prolonged inactivity of a Shareholder means the Shareholder is inactive on the server for a period of 30 days and does not respond to a request by the Corporation within 72 hours.

12. Transfer of Shares

12.1. Shareholders may transfer their Shares at any time, provided that they give one (1) day notice to the Board of Directors and that it is according to the terms stated in this Agreement.

12.2. The price of Shares shall be determined by mutual agreement between the parties or if an agreement cannot be reached, the value will be determined by an independent appraiser appointed by either the Board of Directors or the parties themselves.

13. Dividends and Distributions

13.1. The Board of Directors may at any time issue dividends, or issue conditions of the Corporation's performance to issue dividends to the relevant Shareholders. All dividends must be divided proportionally among the relevant Shareholders according to the number of Shares they own.

Signed:

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