Date: October 5th, 2025

Parties:
Owner & Sole Shareholder: RiggoSoft ("Owner")
Entity: Leaf Capital, operating in the town of Reville apart of the Commonwealth of Redmont

1. Purpose & Definitions

1.1 Purpose. This Agreement sets out ownership, governance, management and procedural rules for Leaf Capital.

1.2 Definitions.

- **Shares:** The company is authorized to issue 500,000 total shares unless amended per Article 7. Owner currently holds 100% of issued shares.
- **Board:** The Board of Directors (the "Board") that governs high-level policy and hires/fires the CEO and officers.
- **CEO / Officers:** The chief executive officer and other officers appointed by the Board who handle day-to-day operations.
- **Assets:** All currency, items, chests, vault contents, land, and other property under the company's control.
- **Legal Reasoning:** A written explanation of cause for hiring/firing or override actions (examples: breach of this Agreement, misuse of company assets, fraud, repeated negligence, violation of Server rules or the company’s policies).

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2. Capitalization & Shares

2.1 Issued Shares. There are 500,000 total issued shares. The Owner holds all 500,000 shares at signing. Each share is valued at $0.002 each.

2.2 Future Issuance. The company may issue additional shares only with Board approval and in accordance with this Agreement (see Article 7).

2.3 Share Certificates & Ledger. The company will maintain a shareholder register (in-game ledger or server document) showing each shareholder, share count, and transfer history.

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3. Voting & Meetings

3.1 Voting. Each share entitles the holder to one vote on shareholder matters. While the Owner holds 100% of shares, the Owner controls shareholder votes.

3.2 Shareholder Meetings. Meetings may be held in-game, on voice/text channels, or through whatever medium is chosen. The Owner or Controlling Shareholder may call special meetings.

3.3 Board Meetings & Quorum. The Board will meet at least yearly. A quorum for Board business is a majority of the sitting Board members.

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4. Board of Directors — Composition & Powers

4.1 Size & Appointment. The Board shall consist of **5 members**. The Owner will appoint the initial Board. Thereafter the Board composition may be changed by Board resolution and in accordance with this Agreement or a shareholder vote.

4.2 Board Powers (summary). The Board is responsible for:

- Setting company policy and major operational limits.
- Hiring, setting compensation for, supervising, and removing the CEO.
- Hiring and removing officers (CFO, COO, etc.). Removal or hiring actions must include written **legal reasoning** recorded in the meeting minutes.
- Overriding decisions made by the CEO or any officer by a majority vote of the Board (override must be recorded in writing).
- Approving issuance or transfer of shares (see Article 7), large loans, or other major commitments above thresholds determined by the Board.

4.3 Board Override of CEO. The Board may override any decision of the CEO by a majority vote of the Board. Overrides must be recorded and provide legal reasoning when removal or material sanction of personnel follows.

4.4 Removal & Replacement. The board may remove officers (including the CEO) by a majority vote with documented legal reasoning. Vacancies are filled by Board appointment until the next formal appointment procedure decided by the Board.

4.5 Chairman of Board. The board members will elect a chairman to serve for one month, the chairman is allowed to veto board decisions and is entitled to one vote if the board is tied on a decision.

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5. CEO & Officers — Duties & Limits

5.1 CEO Appointment. The CEO is hired by and reports to the Board. The CEO manages day-to-day operations consistent with Board policy.

5.2 CEO Authority. The CEO may execute ordinary operational decisions (loans under Board-set limits, routine deposits/withdrawals, staff management, etc.). Any action outside of those limits requires prior Board approval.

5.3 Officer Removal & Discipline. Officers can be hired or fired by the Board. Any firing or major discipline must be accompanied by written legal reasoning and recorded in company records. A removed officer may receive a written notice of reasons.

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6. Profits, Dividends & Financial Controls

6.1 Profit Retention. By default, the company profits are retained for growth, reserves, or company operations. No dividends are paid unless the Board approves a dividend distribution.

6.2 Dividend Approval. Any dividend declaration requires Board approval and will be distributed pro rata to shareholders based on share ownership at the record date.

6.3 Financial Records & Audit. The company will maintain accurate ledgers of deposits, loans, expenses and inventory of Assets. The Board may order audits (internal or by a trusted third party / server staff) at any time.

6.4 Asset & Liability Ownership. All assets held by the company are owned exclusively by the Bank, and all liabilities incurred are the sole obligations of the company. No shareholder shall be deemed to have any legal or equitable interest in the company's assets or liabilities.

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7. Transfer, Issuance & Admission of New Shareholders

7.1 New Shareholders. New shares may be issued only with Board approval. Any new shareholder must sign (or accept) the current version of this Agreement.

7.2 Transfers. Transfer of shares can be done by any shareholder through a stock exchange or private sale. The selling party must notify the company so the company can issue a certificate of shares.

7.3 Right of Approval. The Board may establish a right of first refusal or other transfer controls by resolution if it deems necessary to protect company stability.

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8. Records, Access & Confidentiality

8.1 Access. Shareholders and Board members have access to financial records on a reasonable basis. The Board may redact details for privacy/security but must maintain a complete underlying record.

8.2 Confidentiality. Company staff, officers, and Board members shall not reveal sensitive account or operational data outside authorized channels.

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9. Dispute Resolution

9.1 Internal Resolution. Disputes between shareholders, officers, or players regarding company matters will first be handled by the Board. The Board's decision (properly recorded) is binding unless successfully appealed under this article.

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10. Amendments

10.1 Amendment Threshold. This Agreement may be amended by (a) a Board resolution approving the proposed amendment AND (b) approval of shareholders holding at least **66% (two-thirds)** of outstanding shares, unless all shareholders otherwise consent.

10.2 Effect of Amendments. Any amendment that materially alters shareholder rights must be provided in writing to all shareholders and recorded.

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11. Dissolution

11.1 How. The company may be dissolved by a Board resolution and the consent of shareholders holding a majority of the outstanding shares (or as required by applicable future Server rules).

11.2 Distribution. On dissolution, company Assets will be liquidated and distributed pro rata to shareholders after payment of company obligations, or otherwise disposed of as the Board and shareholders agree. Liabilities owned by the company are those of the company and will not be distributed to shareholders.

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12. Miscellaneous

12.1 Severability. If any provision is invalid under the laws of the Commonwealth of Redmont, the remainder shall remain in effect.

12.2 Notices. Notices between Owner, Board and shareholders shall be made via primary communication channels (in-game mail, Discord, or Server forum), recorded in company records.

Signatures

Owner & Sole Shareholder:



RiggoSoft:

Date: 10/5/2025