

# ORYX CAPITAL - SHAREHOLDER AGREEMENT

**Date:** 5/22/2025

## **Parties:**

1. **Lead Shareholder:** Supersuperking
  - Representing Oryx Capital

## **WHEREAS:**

- The Parties desire to form a shareholder agreement governing their rights and obligations as shareholders of Oryx Capital (hereinafter referred to as the "Company").
- The Company is established as a proprietary trading firm within the game, focusing on financial derivatives.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

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## **1. Ownership and Shares:**

- **Share Certificates:** The Company will issue virtual share certificates representing each Shareholder's ownership stake.
  - **Transfer of Shares:** Shares may only be transferred via buying and selling on The Exchange and via direct transfer. Any unauthorized transfer shall be void.
  - **Pre-emptive Rights:** In case of new share issuance, existing Shareholders shall have pre-emptive rights to purchase shares proportionally before offering them to others.
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## **2. Management and Decision-Making:**

- **Governing Body:** The management of the Company shall be vested in a CEO and accompanying C-suite appointed by majority vote of the acting shareholders.
- **Voting Rights:** Each Shareholder shall have voting rights proportionate to their percentage of ownership of total shares outstanding.
- **Major Decisions:** The following decisions shall require a 66% affirmative vote by shareholders to enact:

- Significant changes in trading strategies or asset allocation.
  - Major in-game investments or expenditures above a certain threshold.
  - Distribution of profits (as defined below).
  - Dissolution of the Company.
  - **Operational Decisions:** Day-to-day trading and operational decisions shall be made by the CEO.
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### 3. Roles and Responsibilities:

- Each Shareholder's expected contributions, such as capital input, strategic insight, or operational involvement, shall be discussed and agreed upon at time of share acquisition.
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### 4. Trading Activities and Strategies:

- **Permitted Activities:** The Company shall primarily engage in proprietary trading and securitization of financial derivatives along with market making.
  - **Risk Management:** The CEO shall be responsible for implementing and monitoring risk management protocols, as defined by best practice risk management measures defined by the board of directors.
  - **Trading Limits:** No more than 50% of the total firm's value may be vested in a singular position at one time without express approval from the board.
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### 5. Profits and Distributions:

- **Definition of Profits:** Profits shall be defined as remaining net income following all necessary operating, interest, and tax expenses along with other distributions.
  - **Distribution Policy:** Profits shall be distributed to the Shareholders monthly in proportion to their shareholdings, subject to the approval of the board of directors and CEO. The Company may retain a portion of the profits for reinvestment or reserves as specified by the board of directors with agreement of the majority shareholder.
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## **6. Confidentiality and Non-Compete:**

- Each Shareholder acknowledges that the Company's trading strategies, proprietary information, and financial data are confidential and shall not be disclosed to any third party without prior written consent of the other Shareholders and CEO sign-off. Any violation of the policy will lead to immediate termination and legal action.
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## **7. Dispute Resolution:**

- Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiation. If unresolved, the matter shall be settled by binding arbitration or mediation in accordance with the rules of the Commonwealth of Redmont.
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## **8. Exit Strategies:**

- In the event of shareholder desire to exit prior to an official listing on The Exchange, shares may be sold subject to a right of first refusal by existing shareholders.
  - Tag-along and drag-along rights are granted to protect minority shareholders in company-wide share sales.
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## **9. Financing Arrangements:**

- Any external funding efforts must be approved by the board of directors and disclosed to all shareholders.
  - Additional share issuance to raise capital shall maintain proportionality unless waived by 66% shareholder vote.
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## **10. Parties:**

- This Agreement identifies the corporation and its shareholders as parties to the agreement.
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## **11. Board of Directors:**

- The Board shall consist of members elected by majority vote of shareholders.
  - The process for nomination, voting, removal, and replacement shall be governed by the bylaws set forth by the Company.
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## **12. Reserved Matters:**

- Any decision involving the issuance of new shares, changes to company structure, or amendments to this Agreement requires unanimous shareholder approval unless otherwise stated.
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## **13. Term and Termination:**

- **Term:** This Agreement shall become effective on the date first written above and shall continue until the dissolution of the Company.
  - **Dissolution:** The Company may be dissolved upon 75% vote of shareholders and agreement of the board of directors.
  - **Consequences of Termination:** Upon dissolution, the Company's assets shall be liquidated, and the proceeds shall be distributed to the Shareholders in proportion to their shareholdings, after settling any outstanding obligations.
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## **14. Governing Rules:**

- This Agreement shall be governed by the rules and mechanics of the Commonwealth of Redmont. In the event of a conflict between this Agreement and the legal standing of Redmont, the Redmont law will prevail.
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## **15. Entire Agreement:**

- This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.
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## **16. Amendments:**

- This Agreement may be amended or modified only by a written instrument signed by 66% of all active Shareholders.

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

**Signatures:**

**Supersuperking**

Lead Shareholder