Rhinestone Tweed Group

Shareholder's Agreement

This shareholder's Agreement (the "Agreement") is made and entered as of the 1st of September 2025, by and between Rhinestone Tweed Group (the "Company"), a company registered in the Commonwealth of Redmont, and any individual or entity that holds shares in the company (collectively, the "Shareholders").

Purpose:

This Agreement will establish the relationship between the Shareholders and the Company and define their respective rights and obligations.

Definitions:

- "Agreement" refers to this Shareholder's Agreement.
- "Board of Directors" refers to the governing body of the Company.
- "Class A Shares" refers to the voting equity shares of the Company.
- "Class B Shares" refers to the non-voting equity shares of the Company.
- "Company" refers to Rhinestone Tweed Group.
- "Shareholder" refers to any holder of Class A or Class B shares.

- “The National Exchange of Redmont inc” refers to the company registered in the Commonwealth of Redmont by the same name, and the company which will float Rhinestone Tweed Group Shares.

(a) Ownership and Equity Distribution

1. Share structure: The Company is permitted to issue two classes of shares:

   1.1. Class A Shares: These shares have voting rights, with each share entitling the holder to one (1) vote on matters requiring Shareholder approval.

   1.2. Class B Shares: These shares do not have any voting rights.

2. Initial Capitalisation: The Company’s initial capital structure will be:

   2.1. 1,000 Class A Shares issued to Maxib02.

   2.2. 15,000 Class B Shares held by the Company, available for future issuance via public offering, private placement, or other means determined by the Board.

3. Issuance of New Shares: The Board of Directors, with the CEO’s approval, may authorise the issuance of new shares (Class A and/or Class B) at any time.

4. Pre-emptive Rights: Existing holders of Class A Shares shall have the pre-emptive right to purchase any newly issued Class A Shares to prevent dilution of their voting control. This right does not apply to Class B Shares.

(b) Management and Decision-Making

1. Board of Directors: The business of the Company shall be managed by or under the direction of the CEO, and the Board of Directors.

2. Appointment of Directors: Directors shall be elected by a majority vote of the holders of Class A Shares, at a monthly meeting, chaired by the CEO.

3. Voting Rights: All voting power is vested exclusively in the holders of Class A Shares. Important decisions not reserved for Shareholders shall be by the Board of Directors by majority vote.

4. Control & Governance: The CEO will wield full executive and delegatory powers. All members of the Board shall be elected exclusively by holders of Class A Shares. Class B shareholders will have no authority, directly or indirectly, to appoint or remove directors or officers of the Company.

(c) Roles and Responsibilities

1. Shareholders: Provide capital, elect the Board of Directors, and approve matters reserved for their decision.

2. Board of Directors: Responsible for proposing the Company's strategic direction, overseeing management, and proposing key operational and financial decisions.

3. CEO: Maxib02 will serve as the initial Chief Executive Officer (CEO), as well as a director

(d) Transfer of Shares

1. Class B Shares: Class B Shares may be publicly traded and transferred without restriction following the Company's IPO, subject only to the rules of the National Exchange of Redmont Inc.
2. Class A Shares: Transfer of Class A Shares is not restricted, however any holder wishing to sell or transfer must first offer them to other existing Class A Shareholders under a Right of First Refusal. If declined, the selling Shareholder may sell to a third party on the same terms and conditions.
3. Valuation: For purposes of the Right of First Refusal or other buy-sell provisions, share value will be determined at fair market value agreed by the parties or, failing agreement, by an independent appraiser selected by the Board.

(e) Dividends and Distributions

1. Dividends and other distributions are at the sole discretion of the Board of Directors, considering financial health and profitability.
2. All distributions shall be made pro-rata among holders of shares within the same class.

(f) Exit Strategies

1. Triggering Events: Provisions apply upon permanent incapacitation, or stated desire to fully divest.
2. Succession of Maxib02:

   (i) All Class A Shares held by Maxib02 shall transfer to the holder of the next largest number of Class A Shares, however this will not be the case, if a successor is designated by Maxib02, via written notice.

   (ii) All Class B Shares held by Maxib02 shall be repurchased by the Company at fair market value.

3. Drag-Along Rights: If holders of more than 75% of Class A Shares agree to sell to a third party, they may compel remaining Class A Shareholders to sell on the same terms.

4. Tag-Along Rights: If holders of more than 33% of Class A Shares proposes to sell, other Class A Shareholders may tag along on a pro-rata basis under the same terms, with the Board of Directors approval.

(f) Dividends and Distributions

1. Dividends and other distributions are at the sole discretion of the Board of Directors, considering financial health, profitability, and capital needs.
2. All distributions shall be made pro-rata among holders of shares within the same class.

(g) Confidentiality

All Shareholders agree to maintain the confidentiality of the Company's proprietary information, financial data, business strategies and secrets.

(h) Financing Agreements

1. The Company may secure funding through equity or debt as determined by the Board.
2. Equity financing involving new shares will comply with Section (a) of this Agreement.

(i) Parties to the Agreement

This Agreement binds Rhinestone Tweed Group and all holders of its shares. By accepting, or purchasing shares, the Shareholder agrees to be follow terms of this Agreement.

(j) Board of Directors

1. The Board shall oversee the governance and strategic direction of the Company.
2. Following incorporation, the Board shall consist of at least three (3) Director's, initially Maxib02, with Jaja_Thinks, & Aesyr_ as additional Directors. New Directors may be elected solely by holders of Class A Shares, however an acting director may temporarily be appointed for a maximum period of 2 weeks, if the board does not have a minimum of 3 Directors
3. Board meetings may be called by any Director, with a majority required for valid votes.
4. Board members, excluding the CEO, may be dismissed by an Board Member vote, with 75% of the votes being the minimum percent required to dismiss a member.
5. The CEO will have an additional vote to act as a tiebreaker in any tied Board Member decisions.

(k) Shareholder Information and Class A, & B Shareholder Rights

If Class A Shareholders indicate that they wish to replace the CEO, they will be able to do so, if there is a 2/3 majority, within Class A Shareholders, with one (1) Class A share equalling one (1) vote. This must take place at a meeting called by, and chaired by the board.

Class B Shareholders do not have any voting rights or governance powers, including influence over board appointments, CEO selection, or mergers. However, all shareholders are entitled to:

- Right to Financial Information: Financial statements and any audited reports
- Right to Dividends: Entitlement to declared dividends on a pro-rata basis with other Class A, & Class B holders.
- Right to Shareholder Chat: Right to access Shareholder channel on company discord.
- Right to Fair Treatment: Protection against discriminatory actions (within reason!).