

Voyager

Shareholder Agreement

Dated

27 January 2025

2. Table of Content

2. Table of Content.....	2
3. Introduction.....	4
4. Definitions and Interpretations.....	4
5. Parties to the Agreement.....	5
6. Share Capital Structure.....	6
7. Share Capital Structure.....	7
7.1 Rights of the Shareholders.....	7
7.2 Obligations of the Shareholders.....	7
8. Share Capital Structure.....	8
8.1 Transfer of Shares.....	8
8.2 Restrictions on Transfer.....	9
8.3 Enforcement of Transfer Provisions.....	9
9. Dividends and Profit Distribution.....	10
9.1 Dividend Policy.....	10
9.2 Timing of Profit Distribution.....	10
9.3 Payment of Dividends and Taxes.....	11
9.4 Dividend Dispute Resolution.....	11
10. Corporate Governance.....	11
10.1 Board of Directors.....	11
10.2 Management Team.....	12
10.3 Committees.....	12
10.4 Shareholder Involvement.....	13
10.5 Corporate Governance Policies.....	13
11. Dispute Resolution.....	13
11.1 Amicable Resolution.....	14
11.2 Arbitration.....	14
11.3 Court Jurisdiction.....	15
11.4 Confidentiality of Dispute Resolution.....	15
11.5 Good Faith Participation.....	15
12. Dispute Resolution.....	15
12.1 Termination of Agreement.....	15
12.2 Exit Strategy for Shareholders.....	16
12.3 Liquidation of the Bank.....	17
12.4 Consequences of Termination.....	17
13. Confidentiality and Non-Disclosure.....	17
13.1 Confidentiality Obligations.....	17
13.2 Non-Disclosure Agreements (NDAs).....	18
13.3 Use of Confidential Information.....	18
13.4 Duration of Confidentiality Obligations.....	18
13.5 Legal Remedies for Breach of Confidentiality.....	19

13.6 Confidentiality after Dispute Resolution.....	19
14. Compliance with Laws and Regulations.....	19
14.1 Legal Compliance.....	20
14.2 Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF).....	20
14.3 Data Protection and Privacy.....	20
14.4 Financial Reporting and Transparency.....	21
14.5 Environmental and Social Responsibility.....	21
14.6 Internal Compliance Mechanisms.....	22
14.7 Cooperation with Authorities.....	22
15. Indemnity and Liability.....	22
15.1 Indemnification of Shareholders, Directors, and Officers.....	22
15.2 Liability of Shareholders, Directors, and Officers.....	23
15.3 Limitations on Liability.....	23
15.4 Insurance.....	24
15.5 Survival of Indemnity and Liability Provisions.....	24
15.6 Dispute Resolution for Indemnity Claims.....	24
16. Dispute Resolution.....	24
16.1 Informal Resolution.....	24
16.2 Mediation.....	25
16.3 Arbitration.....	25
16.4 Litigation.....	26
16.5 Remedies.....	26
16.6 Dispute Resolution Procedure Timeline.....	27
16.7 Emergency Relief.....	27
17. Term and Termination.....	27
17.1 Term of Agreement.....	27
17.2 Termination by Mutual Consent.....	27
17.3 Termination for Breach.....	28
17.4 Termination by Withdrawal.....	28
17.5 Automatic Termination.....	28
17.6 Termination upon Completion of Purpose.....	29
17.7 Consequences of Termination.....	29
17.8 Survival of Provisions.....	29
17.9 Notice of Termination.....	29
18. Miscellaneous.....	30
18.1 Governing Law.....	30
18.2 Entire Agreement.....	30
18.3 Amendments and Modifications.....	30
18.4 Severability.....	30
18.5 Waiver.....	30
18.6 Force Majeure.....	31
18.7 Successors and Assigns.....	31

18.8 Confidentiality.....	31
18.9 No Partnership or Joint Venture.....	31
18.10 Headings.....	31
18.11 Counterparts.....	32
18.12 Relationship of the Parties.....	32
19. Execution.....	32

3. Introduction

This Shareholder Agreement (the "Agreement") is made to outline the relationship between the shareholders of Voyager Bank (hereinafter referred to as the "Bank"). The Agreement governs the rights, obligations, and responsibilities of the shareholders, ensuring effective management and governance of the Bank while promoting transparency and compliance with applicable banking regulations.

Voyager Bank is a financial institution committed to delivering innovative banking solutions while adhering to industry best practices and legal requirements. The shareholders recognize the importance of their roles in shaping the Bank's vision and operational success.

As of the date of this Agreement, the ownership structure of Voyager Bank is as follows:

- **Louder_Leo** owns 85% of the issued share capital.
- **Freeze_line** owns 15% of the issued share capital.

This Agreement has been created to foster collaboration between the shareholders and to provide a framework for the Bank's governance, decision-making, and equitable distribution of profits.

4. Definitions and Interpretations

For the purpose of this Shareholder Agreement, the following terms shall have the meanings assigned to them unless the context requires otherwise:

1. **"Agreement"** refers to this Shareholder Agreement, including all amendments, appendices, and schedules attached hereto.
2. **"Bank"** refers to Voyager Bank, the financial institution to which this Agreement applies.
3. **"Shares"** means the issued and outstanding shares of Voyager Bank, including any classes or types of shares that may be authorized in the future.
4. **"Shareholder"** refers to any individual or entity holding shares in Voyager Bank, including:

- **Louder_Leo**, holding 8500 of the shares.
 - **Freeze_line**, holding 1500 of the shares.
5. **"Board of Directors"** refers to the governing body of Voyager Bank responsible for making strategic decisions, overseeing management, and ensuring regulatory compliance.
 6. **"Dividends"** means the portion of the Bank's profits distributed to shareholders in accordance with this Agreement and applicable laws.
 7. **"Confidential Information"** refers to all non-public information regarding the Bank's operations, financials, strategies, and other proprietary details shared with or by the shareholders.
 8. **"Pre-emption Rights"** refers to the right of existing shareholders to be offered shares for purchase before they are offered to third parties.
 9. **"Voting Rights"** refers to the rights of shareholders to vote on matters related to the governance and operation of Voyager Bank as outlined in this Agreement.
 10. **"Regulatory Authorities"** refers to the relevant central bank or financial regulatory body overseeing the operations of Voyager Bank.
 11. **"Transfer of Shares"** means the sale, assignment, or other disposition of shares from one shareholder to another or to a third party in accordance with the provisions of this Agreement.
 12. **"Quorum"** refers to the minimum number of shareholders or their representatives required to be present at a meeting for decisions to be validly made.

Interpretation:

- Words in the singular include the plural, and vice versa, unless the context specifies otherwise.
- References to legal provisions include amendments, modifications, or replacements of those provisions.
- Headings are for convenience only and do not affect the interpretation of this Agreement.

5. Parties to the Agreement

This Shareholder Agreement (the "Agreement") is entered into and agreed upon by the following parties (collectively referred to as the "Shareholders"):

1. **Louder_Leo**
 - Ownership: 8500 of the issued share capital of Voyager Bank.
 - Address: Redmont, Reveille Heights, Reveille Heights, rh005.
2. **Freeze_line**
 - Ownership: 1500 of the issued share capital of Voyager Bank.

- Address: Redmont, Oakridge, or-c014 room-3

Total issued share is **10,000**

Each party represents and warrants that they are the rightful owner of their respective shares in Voyager Bank as of the date of this Agreement. By entering into this Agreement, the Shareholders agree to be bound by its terms and conditions and to uphold the principles of cooperation and mutual benefit for the success of Voyager Bank.

For the purposes of this Agreement, Louder_Leo shall be referred to as the "Majority Shareholder," and Freeze_line shall be referred to as the "Minority Shareholder."

This Agreement is binding on the Shareholders and their respective successors, assigns, and legal representatives unless otherwise stated herein.

6. Share Capital Structure

The share capital structure of Voyager Bank is outlined as follows:

1. **Authorized Share Capital**

- The authorized share capital of Voyager Bank is determined in accordance with the laws of Redmont and may be increased or altered by resolution of the Shareholders, subject to regulatory approval.

2. **Issued Share Capital**

- The total issued share capital of Voyager Bank is divided into shares as follows:
 - **Louder_Leo**: 8500 of the issued share capital.
 - **Freeze_line**: 1500 of the issued share capital.

3. **Classes of Shares**

- All shares currently issued by Voyager Bank are of a single class, with equal voting rights and dividend entitlements. Any future creation or issuance of new classes of shares shall be subject to unanimous approval of the Shareholders.

4. **Ownership Structure**

- **Louder_Leo**: Holds the majority of shares (8500), granting them a proportionate level of control, voting rights, and profit entitlement.
- **Freeze_line**: Holds a minority stake (1500), granting them corresponding rights and entitlements.

5. **Future Issuance of Shares**

- Any issuance of new shares shall require the approval of both Shareholders and must comply with applicable regulations in Redmont.
- Existing Shareholders shall have pre-emption rights, allowing them to purchase additional shares before they are offered to third parties.

6. Shareholder Register

- A register of shareholders shall be maintained by Voyager Bank, documenting the names, contact details, and shareholdings of all Shareholders, along with any changes to ownership.

7. Share Capital Structure

This section outlines the rights and obligations of the Shareholders of Voyager Bank to ensure transparent governance and equitable treatment:

7.1 Rights of the Shareholders

1. Voting Rights

- Each Shareholder is entitled to vote at General Meetings of Voyager Bank in proportion to their shareholding:
 - **Louder_Leo**: 8500 of voting power.
 - **Freeze_line**: 1500 of voting power.

2. Right to Dividends

- Shareholders have the right to receive dividends from the profits of Voyager Bank in proportion to their shareholding, subject to approval by the Board of Directors and compliance with applicable laws in Redmont.

3. Access to Information

- Shareholders have the right to access financial statements, performance reports, and other critical documents of Voyager Bank, provided such access does not conflict with confidentiality obligations or regulatory restrictions.

4. Pre-emption Rights

- Shareholders have the right of first refusal to purchase additional shares or shares being sold by another Shareholder before they are offered to external parties.

5. Participation in Major Decisions

- Shareholders must approve significant decisions, including mergers, acquisitions, changes in share capital, and amendments to the Bank's governing documents.

7.2 Obligations of the Shareholders

1. Compliance with Laws and Regulations

- Shareholders must comply with the banking laws of Redmont and ensure that Voyager Bank operates in accordance with all applicable regulatory requirements.

2. **Confidentiality**

- Shareholders are required to maintain the confidentiality of sensitive information related to Voyager Bank and may not disclose such information to third parties without prior approval.

3. **Non-Compete Obligation**

- Shareholders agree not to engage in any business activities that directly compete with Voyager Bank without obtaining written consent from the other Shareholders.

4. **Capital Contributions**

- Shareholders must provide additional capital contributions if such funding is required to maintain regulatory capital ratios or to address financial difficulties, as determined by a resolution of the Shareholders.

5. **Good Faith and Cooperation**

- Shareholders are obligated to act in good faith and cooperate with each other to promote the growth, stability, and success of Voyager Bank.

6. **Notification of Share Transfers**

- Shareholders intending to transfer shares must notify the other Shareholder(s) in writing, adhering to the procedures outlined in this Agreement.

8. Share Capital Structure

This section outlines the procedures and restrictions regarding the transfer of shares in Voyager Bank, ensuring that control and ownership remain aligned with the interests of the Shareholders while adhering to legal and regulatory requirements.

8.1 Transfer of Shares

1. **Transfer Restrictions**

- No Shareholder shall transfer or assign any shares in Voyager Bank to any third party without prior written consent from the other Shareholder(s), except as provided in this Agreement. Transfers between Shareholders may be subject to the pre-emption rights as outlined below.

2. **Pre-emption Rights**

- In the event that a Shareholder wishes to transfer any of their shares, the transferring Shareholder shall first offer those shares to the other Shareholder(s) in proportion to their existing shareholding.
 - If **Louder_Leo** intends to transfer shares, **Freeze_line** shall have the right to purchase the shares in proportion to their ownership (1500 of the total shares).
 - If **Freeze_line** intends to transfer shares, **Louder_Leo** shall have the right to purchase the shares in proportion to their ownership (8500 of

the total shares).

3. **Notice of Transfer**

- The transferring Shareholder must provide a written notice to the other Shareholder(s) stating their intention to transfer shares, including the number of shares, the proposed price (if applicable), and the name of the intended recipient.

4. **Sale to Third Parties**

- If the non-transferring Shareholder(s) do not exercise their pre-emption rights within 30 days from the notice, the transferring Shareholder may sell the shares to a third party. However, the sale to the third party must be made on the same terms and conditions as those offered to the existing Shareholder(s).

5. **Approval of Third-Party Buyers**

- Any third party buyer of shares must be approved by both **Louder_Leo** and **Freeze_line**, which approval may not be unreasonably withheld. The third-party buyer must agree in writing to be bound by the terms of this Agreement.

8.2 **Restrictions on Transfer**

1. **Regulatory Approval**

- Any transfer of shares must comply with the regulatory requirements of the relevant banking authorities in Redmont. Regulatory approval must be obtained before any share transfer can be completed.

2. **Transfer to Competitors**

- No Shareholder may transfer their shares to any individual or entity that is a direct competitor of Voyager Bank without obtaining written consent from the other Shareholder(s).

3. **Right of First Refusal**

- In addition to pre-emption rights, a Shareholder shall have the right of first refusal on any transfer of shares. If the offer to transfer shares is made to a third party and the transfer is not completed, the remaining Shareholder(s) shall have the right to purchase the shares on the same terms before the Shareholder may sell to any third party.

8.3 **Enforcement of Transfer Provisions**

- Any transfer of shares made in violation of the provisions of this section shall be deemed invalid, and the transferring Shareholder shall remain the owner of the shares in question until the proper procedures are followed.

9. Dividends and Profit Distribution

This section outlines the policies and procedures for the distribution of profits and payment of dividends to the Shareholders of Voyager Bank.

9.1 Dividend Policy

1. Declaration of Dividends

- The declaration of dividends shall be made at the discretion of the Board of Directors, subject to the approval of the Shareholders. Dividends may only be declared if the Bank has sufficient profits, and in compliance with regulatory and legal requirements in Redmont.

2. Distribution of Profits

- Profits available for distribution to Shareholders will be allocated proportionally to their shareholding, unless otherwise agreed in writing by the Shareholders.
 - **Louder_Leo** will receive 8500 of the declared dividend, in accordance with their ownership interest.
 - **Freeze_line** will receive 1500 of the declared dividend, in accordance with their ownership interest.

3. Payment of Dividends

- Once dividends are declared, they will be paid within 30 days of the declaration, unless otherwise agreed by the Shareholders.
- The payment of dividends shall be made in a manner chosen by the Board of Directors, such as by bank transfer, check, or other appropriate means.

4. Interim Dividends

- The Bank may declare interim dividends based on the financial results of a given period, subject to the approval of the Board of Directors. These interim dividends shall be distributed in accordance with the shareholding percentages outlined above.

5. Retained Earnings

- The Board of Directors may recommend retaining a portion of the profits as retained earnings to strengthen the Bank's financial position or for reinvestment into business operations. This decision will be subject to the approval of the Shareholders.

9.2 Timing of Profit Distribution

1. Annual Profit Distribution

- At the end of each fiscal year, the Bank will determine the total amount of profits available for distribution. The Board of Directors will propose a dividend, which will be subject to the approval of the Shareholders.

2. Extraordinary Profit Distribution

- In the event of exceptional profits resulting from extraordinary activities, such as the sale of assets or successful business ventures, the Shareholders may agree to an extraordinary dividend, which will be distributed in accordance with the ownership structure.

9.3 Payment of Dividends and Taxes

1. Tax Obligations

- All dividend distributions are subject to applicable withholding taxes, as required by the tax laws of Redmont. The Bank will withhold the necessary taxes before distributing the dividends to the Shareholders.

2. Currency of Payment

- Dividends will be paid in the legal currency of Redmont, unless otherwise agreed upon by the Shareholders in advance.

9.4 Dividend Dispute Resolution

- In the event of any disagreement between the Shareholders regarding the declaration or amount of dividends, the matter will be resolved in accordance with the dispute resolution procedures set out in this Agreement.

10. Corporate Governance

This section outlines the structure and responsibilities of the corporate governance framework for Voyager Bank, ensuring the efficient and transparent management of the Bank while protecting the interests of the Shareholders.

10.1 Board of Directors

1. Composition of the Board

- The Board of Directors (the "Board") shall consist of 5 members elected by the Shareholders. The composition of the Board will reflect the ownership structure of the Bank, ensuring that both **Louder_Leo** and **Freeze_line** are represented on the Board.

2. Appointment of Directors

- **Louder_Leo** shall have the right to appoint 4 directors to the Board, given their majority stake in the Bank.
- **Freeze_line** shall have the right to appoint 0 director to the Board, reflecting their minority shareholding.

3. Board Meetings

- The Board shall meet at least 10 times per year. Special meetings may be convened as necessary to address urgent matters or strategic decisions.
- A quorum for Board meetings shall consist of a majority of the directors. Each director shall have one vote.

4. Powers and Duties of the Board

- The Board shall have the authority to make decisions on the strategic direction, operational matters, and overall governance of the Bank. The Board will oversee the Bank's management, approve major expenditures, and ensure compliance with applicable regulations and laws.
- The Board will be responsible for ensuring that the Bank adheres to its fiduciary duties, safeguarding shareholder interests, and maintaining financial integrity.

5. Chairperson

- The Board shall elect a Chairperson from among its members, who will be responsible for presiding over Board meetings and facilitating communication between the Board and Shareholders.

6. Term of Directors

- Directors shall serve for a term of one year, after which they may be reappointed or replaced by the Shareholders at the Annual General Meeting (AGM).

10.2 Management Team

1. Appointment of Executive Officers

- The Board, with input from the Shareholders, will appoint the senior management team, including the Chief Executive Officer (CEO), Chief Financial Officer (CFO), and other key executive officers.
- The CEO will be responsible for day-to-day operations, while the CFO will oversee financial reporting and compliance.

2. Roles and Responsibilities

- The management team will operate under the oversight of the Board and will be tasked with executing the strategic direction set by the Board. They will provide regular reports to the Board and Shareholders on the Bank's performance, financial status, and any significant business activities.

3. Performance Review

- The performance of the management team will be reviewed annually by the Board to ensure alignment with the Bank's goals and objectives.

10.3 Committees

1. Audit Committee

- The Bank shall establish an Audit Committee consisting of at least two members of the Board, with at least one member having a background in

financial or auditing matters. The committee will oversee the Bank's financial reporting, internal controls, and external audits.

2. Risk Committee

- The Bank shall establish a Risk Committee responsible for monitoring and managing the Bank's exposure to financial, operational, and regulatory risks. The committee will assess the effectiveness of risk management policies and report directly to the Board.

3. Other Committees

- The Board may establish other committees as necessary to address specific business areas, such as governance, compensation, or strategic initiatives.

10.4 Shareholder Involvement

1. Annual General Meetings (AGMs)

- An AGM shall be held annually to review the performance of the Bank, elect directors, approve financial statements, and discuss other matters that require shareholder approval. Shareholders will be notified in advance of the AGM, and a quorum of at least 50% of the shareholding must be present for decisions to be made.

2. Extraordinary General Meetings (EGMs)

- EGMs may be called to address urgent matters that cannot wait until the next AGM. Shareholders may call an EGM if requested by 25% or more of the total shares.

3. Voting Rights at Meetings

- Each Shareholder will be entitled to vote at AGMs and EGMs in proportion to their shareholding, subject to the terms outlined in this Agreement. Voting may take place in person or by proxy.

10.5 Corporate Governance Policies

- The Bank will maintain written corporate governance policies that govern the conduct of the Board and management, including ethical standards, compliance with laws, and conflict of interest guidelines.
- All directors and senior executives will be required to sign a statement acknowledging their adherence to these policies.

11. Dispute Resolution

This section outlines the procedures for resolving disputes between the Shareholders of Voyager Bank to ensure efficient and fair handling of conflicts that may arise in the course of managing the Bank.

11.1 Amicable Resolution

1. Negotiation

- In the event of any disagreement or dispute between the Shareholders, the parties shall first attempt to resolve the matter through informal negotiation. Both Shareholders agree to make reasonable efforts to resolve disputes amicably and in good faith, prioritizing the interests of the Bank.

2. Mediation

- If the dispute cannot be resolved through negotiation, the parties agree to attempt mediation by a neutral third party. The mediator shall be chosen by mutual agreement of the Shareholders. Mediation will take place in a timely manner and in good faith, with both parties committed to reaching a mutually acceptable resolution.

11.2 Arbitration

1. Arbitration Agreement

- If the dispute remains unresolved after mediation, the Shareholders agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of Redmont Department of Commerce or Federal Reserve Bank, and the decision of the arbitrator(s) shall be final and binding on both parties.

2. Location of Arbitration

- The arbitration shall take place in Redmont, Aventura, Voyager HQ, Aventura Yacht Club, av-yachtclub, or any other location mutually agreed upon by the parties.

3. Arbitration Process

- The arbitration shall be conducted by a panel of one or more arbitrators, as agreed by the Shareholders. Each party shall have the right to appoint one arbitrator, and the appointed arbitrators shall agree on a third, neutral arbitrator if necessary. The arbitrators will issue a decision in writing, which shall be final and binding.

4. Costs of Arbitration

- The costs of arbitration, including the arbitrator fees and other associated costs, shall be borne equally by the Shareholders unless otherwise determined by the arbitrators.

11.3 Court Jurisdiction

1. Jurisdiction for Legal Actions

- Notwithstanding the arbitration process outlined above, the Shareholders agree that any legal action or proceeding arising from or relating to this Agreement, which cannot be resolved by arbitration, shall be submitted to the courts of Redmont, where both parties agree to submit to the exclusive jurisdiction of such courts.

2. Injunctive Relief

- In the event that immediate or urgent relief is necessary, either Shareholder may seek injunctive or other equitable remedies from the competent courts in Redmont without first attempting mediation or arbitration.

11.4 Confidentiality of Dispute Resolution

- All information disclosed during the dispute resolution process, including in negotiations, mediation, and arbitration, shall be kept confidential by the parties involved, unless required by law or court order. The parties agree to protect the confidentiality of sensitive information disclosed during the dispute resolution process.

11.5 Good Faith Participation

- Both parties agree to participate in dispute resolution in good faith, striving to resolve conflicts constructively, in a timely manner, and with the goal of preserving the business relationship and the successful operation of Voyager Bank.

12. Dispute Resolution

This section outlines the circumstances under which the Agreement governing Voyager Bank may be terminated, and the procedures for Shareholders to exit the Bank in a structured manner.

12.1 Termination of Agreement

1. Voluntary Termination by Shareholders

- The Shareholders may mutually agree to terminate this Agreement at any time. In such a case, the termination shall be effective upon written notice signed by both Shareholders, and the parties shall agree on the distribution of assets, liabilities, and any other pending matters.

2. Termination by Board Decision

- The Board of Directors may recommend the termination of Voyager Bank under specific circumstances, such as insolvency, regulatory requirements, or a material breach of the Agreement. Any decision to terminate must be approved by a majority of the Board and the Shareholders.

3. Termination Due to Breach

- If a Shareholder breaches any of the material provisions of this Agreement, the non-breaching Shareholder may terminate the Agreement by providing written notice to the breaching Shareholder. The breaching Shareholder shall have 30 days to cure the breach. If the breach is not cured within this time frame, the non-breaching Shareholder may proceed with termination.

4. Termination Due to Insolvency

- If Voyager Bank becomes insolvent or is unable to meet its financial obligations, the Shareholders shall meet to discuss the possibility of termination. In the event of liquidation or insolvency, the Shareholders will comply with all applicable laws and regulations to ensure proper closure of the Bank.

12.2 Exit Strategy for Shareholders

1. Voluntary Exit by a Shareholder

- If a Shareholder wishes to exit the Bank, they must first offer to sell their shares to the other Shareholder(s), in accordance with the pre-emption rights as described in Section 8. The purchasing Shareholder(s) must decide whether to buy the shares within 30 days.

2. Sale to Third Parties

- If the non-exiting Shareholder(s) do not exercise their pre-emption rights, the exiting Shareholder may offer their shares for sale to a third party. The sale to a third party must be approved by the remaining Shareholder(s), and the buyer must agree to be bound by the terms of this Agreement.

3. Valuation of Shares

- The shares of the exiting Shareholder shall be valued based on the fair market value at the time of exit. The valuation process may include an independent valuation conducted by a third-party financial expert, agreed upon by the Shareholders.

4. Payment for Shares

- Payment for the shares of the exiting Shareholder shall be made in accordance with mutually agreed terms, and may include installment

payments if necessary. The payment schedule will be defined in writing as part of the exit agreement.

12.3 Liquidation of the Bank

1. Voluntary Liquidation

- If both Shareholders agree to liquidate Voyager Bank, the process will be initiated by a resolution of the Shareholders. The liquidation will follow all applicable laws and regulations in Redmont, with the distribution of assets and liabilities handled in an orderly manner.

2. Liquidation Priority

- Upon liquidation, the Bank's assets will first be used to pay off any outstanding liabilities. Any remaining funds will be distributed to the Shareholders in proportion to their shareholding after all debts and liabilities are settled.

12.4 Consequences of Termination

1. Obligations Upon Termination

- Upon termination of the Agreement, both parties will fulfill any outstanding obligations, including payments, debt settlements, and transfer of assets, as outlined in this Agreement. Any breach of obligations by either Shareholder during the termination process may result in legal consequences.

2. Return of Documents and Confidential Information

- Both Shareholders agree to return all confidential information and documents related to Voyager Bank upon termination. Any ongoing confidentiality obligations will remain in place as specified in this Agreement.

3. Post-Termination Non-Compete

- In the event of an exit or termination, both Shareholders agree to refrain from engaging in any competing business activities that could harm Voyager Bank for a period of **one (1) years** after their exit, unless otherwise agreed.

13. Confidentiality and Non-Disclosure

This section establishes the confidentiality obligations of the Shareholders, the Board of Directors, and the management team of Voyager Bank, ensuring that sensitive information remains protected and that the parties are bound by strict non-disclosure requirements.

13.1 Confidentiality Obligations

1. Confidential Information

- All information disclosed during the course of the Shareholders' relationship with Voyager Bank, including financial information, business strategies, client details, employee records, and any other proprietary or sensitive data, shall be considered confidential.
- The term "Confidential Information" includes, but is not limited to, any information that is proprietary, technical, financial, or business-related in nature and is not publicly available.

2. Obligation to Maintain Confidentiality

- Each Shareholder, director, officer, employee, or representative of the Bank shall take all reasonable steps to maintain the confidentiality of the information they have access to and shall not disclose any confidential information to third parties without the prior written consent of the other Shareholder(s), except as required by law or regulatory authorities.

3. Exceptions to Confidentiality

- Confidentiality obligations will not apply to information that:
 - Was already publicly available at the time of disclosure;
 - Becomes publicly available through no fault of the recipient;
 - Is lawfully obtained from a third party without breach of confidentiality;
 - Is required to be disclosed by law, regulation, or court order.

13.2 Non-Disclosure Agreements (NDAs)

1. Execution of NDAs

- All parties privy to confidential information, including employees, contractors, and consultants, shall sign a Non-Disclosure Agreement (NDA) agreeing to keep the information confidential and to use it only for the purposes related to the operations of Voyager Bank.

2. Breach of NDA

- Any violation of the terms of an NDA by an individual shall result in legal consequences, including potential claims for damages and other remedies available under applicable law.

13.3 Use of Confidential Information

1. Permitted Use

- Confidential Information shall only be used for the specific purpose of managing or operating Voyager Bank, and not for any personal, unauthorized, or competitive use. No Shareholder, director, or employee shall use confidential information to benefit themselves or any third party, unless authorized in writing by both Shareholders.

2. Access to Confidential Information

- Access to confidential information shall be restricted to individuals who need it to perform their duties related to the Bank. All such individuals must agree to confidentiality obligations consistent with this Agreement.

13.4 Duration of Confidentiality Obligations

1. Post-Termination Obligations

- The confidentiality obligations of the parties will continue after the termination of this Agreement, the exit of a Shareholder, or the liquidation of the Bank. Each party agrees to maintain the confidentiality of sensitive information for a period of 3 years after the termination of their relationship with Voyager Bank.

2. Return of Confidential Information

- Upon termination or exit, each party agrees to return or destroy all confidential information in their possession, including any documents, electronic files, or other materials containing proprietary information related to Voyager Bank.

13.5 Legal Remedies for Breach of Confidentiality

1. Injunctive Relief

- In the event of a breach of confidentiality, the non-breaching party may seek injunctive relief to prevent further unauthorized disclosure of confidential information. The party in breach agrees to cooperate with the non-breaching party in taking all necessary steps to prevent further harm.

2. Damages

- The breaching party may be liable for any damages arising from the unauthorized disclosure of confidential information, including but not limited to reputational damage, financial loss, and legal costs incurred by the non-breaching party.

13.6 Confidentiality after Dispute Resolution

- In the event of any dispute, mediation, or arbitration, the confidentiality of the proceedings shall be maintained. All parties involved in the dispute resolution process are required to keep confidential all information revealed during negotiations, mediation, or arbitration unless the disclosure is necessary for the legal process.

14. Compliance with Laws and Regulations

This section ensures that Voyager Bank operates in full compliance with all relevant laws, regulations, and industry standards in the jurisdiction of Redmont, as well as any other applicable legal frameworks.

14.1 Legal Compliance

1. Compliance with Local Laws

- Voyager Bank and all parties involved in its operations agree to comply with all applicable laws, rules, and regulations of Redmont, including but not limited to banking regulations, anti-money laundering (AML) laws, data protection laws, tax laws, and financial reporting requirements.

2. Compliance with International Laws

- In addition to local laws, Voyager Bank will adhere to any applicable international laws, regulations, or conventions that govern cross-border transactions, foreign investments, and international trade as necessary for its operations.

3. Regulatory Oversight

- The Bank shall remain under the oversight of the relevant regulatory authorities in Redmont, including the central bank, financial regulatory bodies, and any other applicable institutions. The Board of Directors will ensure that the Bank is always in compliance with the regulatory requirements set forth by these authorities.

14.2 Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)

1. AML and CTF Policies

- Voyager Bank will implement and maintain a robust Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) policy in accordance with the laws of Redmont and international standards. The Bank will adopt appropriate risk-based controls to detect, prevent, and report suspicious activities.

2. Customer Due Diligence (CDD)

- The Bank will conduct thorough Customer Due Diligence (CDD) procedures when opening accounts, conducting transactions, or establishing relationships with clients. This includes verifying the identity of customers, monitoring transactions, and reporting suspicious activity as required by law.

3. Training and Awareness

- The Bank will ensure that its employees, directors, and officers are adequately trained in AML and CTF procedures and are kept informed about the latest regulatory changes. Regular training sessions will be held to enhance awareness and ensure compliance with AML/CTF obligations.

14.3 Data Protection and Privacy

1. Data Protection Laws

- Voyager Bank shall comply with all relevant data protection laws in Redmont, as well as international data protection standards (such as the GDPR for

European Union customers), to ensure the privacy and security of customer and employee data.

2. Confidentiality of Personal Data

- The Bank shall take all reasonable steps to protect the personal data of its customers, employees, and other stakeholders. Personal data will only be collected, processed, and retained for legitimate business purposes, and access to such data will be restricted to authorized personnel.

3. Data Breach Notification

- In the event of a data breach involving personal information, the Bank will notify the relevant authorities and affected individuals in compliance with applicable data protection laws. The Bank will also take immediate corrective action to mitigate any harm caused by the breach.

14.4 Financial Reporting and Transparency

1. Accurate Financial Reporting

- Voyager Bank shall ensure that its financial statements are accurate, complete, and in compliance with local and international accounting standards. The Bank will prepare and submit its financial reports in a timely manner to regulatory authorities, shareholders, and other stakeholders.

2. Audit and Oversight

- The Bank shall be subject to annual audits by an independent external auditor to verify the accuracy of financial statements, ensure compliance with regulatory requirements, and assess the overall financial health of the Bank. The results of the audit will be made available to Shareholders.

3. Transparency to Shareholders

- The Bank shall maintain transparency in its operations and provide Shareholders with regular updates on its financial performance, business strategies, and any significant developments. Shareholders will be provided with access to the Bank's financial reports and any other relevant documentation as part of their rights under this Agreement.

14.5 Environmental and Social Responsibility

1. Sustainability Practices

- Voyager Bank will adopt and promote sustainable business practices, ensuring that its operations minimize any negative environmental impact. The Bank will comply with applicable environmental laws and regulations, and may pursue green banking initiatives where feasible.

2. Social Responsibility

- The Bank will strive to be a responsible corporate citizen, supporting initiatives that contribute positively to the community and economy of Redmont. This includes promoting diversity and inclusion within the Bank and engaging in charitable activities that align with its values.

14.6 Internal Compliance Mechanisms

1. Internal Compliance Officer

- The Bank will appoint an Internal Compliance Officer to monitor compliance with applicable laws and regulations and ensure that the Bank's operations align with its legal and regulatory obligations. The Internal Compliance Officer will report directly to the Board of Directors and will have the authority to recommend corrective actions as needed.

2. Compliance Audits and Reviews

- The Bank will conduct regular internal audits and compliance reviews to assess adherence to legal requirements, identify potential risks, and implement improvements to internal controls. These audits will be reported to the Board of Directors.

14.7 Cooperation with Authorities

- Voyager Bank agrees to cooperate fully with regulatory authorities, law enforcement agencies, and other governmental bodies in Redmont, providing them with necessary access to records and information as required by law.

15. Indemnity and Liability

This section defines the indemnification rights and obligations of the Shareholders, directors, officers, and other parties involved in the management of Voyager Bank. It also outlines the limitations of liability for the parties involved in the Bank's operations.

15.1 Indemnification of Shareholders, Directors, and Officers

1. General Indemnity

- Voyager Bank agrees to indemnify and hold harmless the Shareholders, directors, officers, employees, and other authorized representatives from any claims, actions, or liabilities arising out of their legitimate activities and decisions made on behalf of the Bank, provided that such actions were taken in good faith, within the scope of their authority, and in the best interests of the Bank.

2. Legal Costs and Expenses

- In the event of any legal proceedings brought against any indemnified party arising from their role at Voyager Bank, the Bank will cover all legal costs,

attorney fees, and any other expenses reasonably incurred in defending such claims, provided the indemnified party acts in accordance with the terms of this Agreement.

3. Limitations on Indemnity

- The Bank shall not indemnify any individual for claims arising from:
 - Willful misconduct, fraud, or gross negligence;
 - Breaches of duty or trust, including actions that violate the provisions of this Agreement or applicable laws;
 - Actions that result in personal financial gain or benefit at the expense of the Bank.

4. Indemnification Procedure

- The indemnified party must promptly notify the Bank of any claims or proceedings in which they may seek indemnification. The Bank will have the right to defend such claims using its choice of legal counsel, but the indemnified party will have the right to participate in the defense, at their own expense, if they wish.

15.2 Liability of Shareholders, Directors, and Officers

1. Liability for Actions Taken on Behalf of the Bank

- Shareholders, directors, and officers of Voyager Bank will not be personally liable for any actions or decisions made in good faith on behalf of the Bank, except in cases where such actions involve willful misconduct, fraud, or gross negligence.

2. Personal Liability

- Shareholders and officers will be personally liable for any fraudulent or illegal activities undertaken for personal gain that are in violation of this Agreement, local laws, or regulatory requirements.

3. Joint Liability of Shareholders

- In the event that a Shareholder is found to have contributed to any financial or legal loss due to actions contrary to this Agreement, the responsible Shareholder will be jointly and severally liable to the Bank for such losses, unless otherwise specified in this Agreement.

15.3 Limitations on Liability

1. Limitation of Liability for Ordinary Business Activities

- The Shareholders, directors, and officers of Voyager Bank will not be held liable for any damages resulting from ordinary course business decisions or errors of judgment, provided such decisions are made in good faith, with reasonable care, and in the best interests of the Bank.

2. Exclusion of Consequential and Punitive Damages

- Neither party shall be liable for any consequential, indirect, or punitive damages arising from the execution of this Agreement, except in cases of fraud, willful misconduct, or breaches of law.

3. Cap on Liability

- The total liability of any party under this Agreement shall not exceed the amount paid or received by such party in the course of their engagement with Voyager Bank, except in cases of intentional misconduct or gross negligence.

15.4 Insurance

1. Directors and Officers (D&O) Insurance

- Voyager Bank will maintain Directors and Officers (D&O) insurance to protect the directors, officers, and other key personnel from potential liability claims arising from their roles at the Bank. The Bank will cover the costs of such insurance, provided it does not conflict with the Bank's obligations under this Agreement.

2. Other Insurance Coverage

- In addition to D&O insurance, Voyager Bank may maintain other insurance policies as necessary to protect against general business risks, including professional liability, cyber risk, and employee-related risks. The Shareholders will ensure that adequate insurance coverage is in place to mitigate potential risks.

15.5 Survival of Indemnity and Liability Provisions

- The indemnity and liability provisions outlined in this section shall survive the termination or exit of a Shareholder or officer and shall remain in effect even after the completion of any transaction or event resulting in the cessation of their role within the Bank.

15.6 Dispute Resolution for Indemnity Claims

- Any disputes related to indemnity claims or the scope of liability shall be resolved in accordance with the dispute resolution procedures outlined in Section 11 of this Agreement. If arbitration or mediation fails, the courts of Redmont shall have exclusive jurisdiction over any legal claims arising from indemnity issues.

16. Dispute Resolution

This section outlines the procedures for resolving any disputes that may arise between the Shareholders, directors, officers, or other parties involved with Voyager Bank, ensuring that conflicts are resolved efficiently and fairly.

16.1 Informal Resolution

1. Good Faith Negotiations

- In the event of a dispute between the Shareholders or other parties involved in Voyager Bank, the parties shall first attempt to resolve the dispute through informal negotiations in good faith. Each party agrees to discuss the matter openly and attempt to reach a mutually agreeable solution.

2. Escalation Process

- If the dispute cannot be resolved through informal discussions, the matter will be escalated to senior management or the Board of Directors for resolution. The Board will consider all relevant facts and make a decision based on the interests of Voyager Bank.

16.2 Mediation

1. Selection of Mediator

- If the dispute remains unresolved after internal discussions, the parties agree to submit the dispute to mediation. The mediator shall be an independent, neutral third party agreed upon by both parties. If the parties cannot agree on a mediator, one will be appointed by a recognized mediation institution in Redmont.

2. Mediation Process

- The mediation will be conducted in a neutral location, and the mediator will facilitate discussions to help the parties reach a voluntary settlement. The parties agree to participate in good faith and make reasonable efforts to resolve the dispute through mediation.

3. Cost of Mediation

- The costs of mediation shall be shared equally between the parties, unless otherwise agreed upon during the mediation process.

4. Confidentiality of Mediation

- The mediation process will remain confidential, and no statements made during mediation can be used in any subsequent legal proceedings. Both parties agree to respect the confidentiality of the mediation discussions.

16.3 Arbitration

1. Arbitration Agreement

- If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the Department of Commerce or Federal Reserve Bank, and the decision of the arbitrator(s) will be final and binding.
- 2. Arbitrator Selection**
 - The parties will mutually agree on the selection of a sole arbitrator or a panel of arbitrators. If the parties cannot agree on an arbitrator, one will be appointed by the arbitration institution. The arbitrator(s) must have experience in banking, commercial law, or relevant fields.
- 3. Arbitration Process**
 - The arbitration will be conducted in Redmont, unless otherwise agreed. The arbitrator(s) will determine the procedural rules for the arbitration process, including deadlines, document submissions, and hearings. The arbitration will be conducted in English, unless otherwise agreed by the parties.
- 4. Final and Binding Award**
 - The decision or award rendered by the arbitrator(s) will be final and binding on all parties involved. The award may include compensation for damages, attorney fees, costs, or any other remedies the arbitrator deems appropriate.
- 5. Enforcement of Arbitration Award**
 - The parties agree to comply with the arbitration award, and the award may be enforced in any court having jurisdiction over the parties or their assets, including Redmont.

16.4 Litigation

- 1. Exclusive Jurisdiction**
 - If arbitration or mediation is not appropriate or feasible, the parties agree that any legal action arising from this Agreement shall be brought exclusively in the courts of Redmont. Both parties submit to the exclusive jurisdiction of the courts in Redmont and waive any objections to the venue or jurisdiction of such courts.
- 2. Court Proceedings**
 - In the event of litigation, the parties agree that all court proceedings will be conducted in English, and the laws of Redmont will govern the dispute. The parties will cooperate in the discovery process and any other procedural requirements set by the court.
- 3. Cost of Litigation**
 - The prevailing party in any court action or arbitration proceeding shall be entitled to recover its reasonable legal costs, including attorney fees, costs of arbitration, and court fees, from the non-prevailing party, unless the court or arbitrator rules otherwise.

16.5 Remedies

- The parties acknowledge that monetary damages may not be sufficient to remedy certain breaches or disputes. As such, the parties agree that equitable remedies, including injunctive relief, may be sought to prevent harm, enforce compliance with this Agreement, or protect proprietary interests.

16.6 Dispute Resolution Procedure Timeline

- The parties agree to follow the dispute resolution process in a timely manner, as outlined below:
 - **Step 1:** Informal Negotiations – 10 days from the date of the dispute.
 - **Step 2:** Mediation – 10 days from the end of informal negotiations.
 - **Step 3:** Arbitration – 10 days from the end of mediation, unless otherwise agreed.

16.7 Emergency Relief

- In the event of an urgent situation where there is a risk of irreparable harm or damage to the Bank or its operations, the parties may seek immediate injunctive relief or other interim measures from a court of competent jurisdiction, pending the completion of the dispute resolution process.

17. Term and Termination

This section outlines the conditions under which the Shareholders' agreement for Voyager Bank may be terminated, as well as the procedures for the termination of the agreement and the rights and obligations of the parties upon termination.

17.1 Term of Agreement

1. Effective Date

- This Agreement shall become effective upon execution by the parties and shall continue in effect until terminated in accordance with the provisions of this Section 17.

2. Duration

- Unless otherwise agreed in writing, the Agreement shall remain in effect indefinitely, subject to the rights of termination outlined herein.

17.2 Termination by Mutual Consent

1. Agreement to Terminate

- The parties may mutually agree to terminate this Agreement at any time by providing written notice of termination to the other Shareholders and following the agreed procedure.

2. Effective Date of Termination

- The termination shall take effect on the date agreed upon by the parties in the written notice of termination, or such other date as may be mutually agreed.

17.3 Termination for Breach

1. Material Breach

- Either Shareholder may terminate this Agreement in the event of a material breach by the other Shareholder or the Bank, provided that the breach has not been cured within 30 days after written notice specifying the breach.

2. Grounds for Termination for Breach

- A material breach may include, but is not limited to, failure to meet financial obligations, violation of key provisions of this Agreement, failure to comply with applicable laws and regulations, or actions that harm the reputation or operations of Voyager Bank.

3. Right to Cure

- The party accused of a breach will have the opportunity to cure the breach within the prescribed time frame, and the termination will not take effect until such time as the breach remains uncured.

17.4 Termination by Withdrawal

1. Voluntary Withdrawal

- A Shareholder may withdraw from the Bank at any time by providing written notice to the other Shareholder(s), outlining the intention to exit from the Bank and its operations. The terms and conditions of the withdrawal will be subject to negotiation between the parties.

2. Buyout or Transfer of Shares

- Upon voluntary withdrawal, the withdrawing Shareholder shall offer to sell their shares in the Bank to the remaining Shareholder(s) at a fair market value. If the remaining Shareholder(s) decline to purchase the shares, the withdrawing Shareholder may transfer the shares to a third party, subject to the approval of the remaining Shareholder(s), as outlined in Section 7 (Transfer of Shares).

17.5 Automatic Termination

1. Bankruptcy or Insolvency

- This Agreement shall automatically terminate if Voyager Bank is declared bankrupt, enters liquidation, or becomes insolvent under applicable law, unless the parties mutually agree to continue operations or restructure the business.

2. Change in Control

- This Agreement may automatically terminate if there is a change in control of the Bank (e.g., a new shareholder acquires more than 50% of the Bank's

shares) or if a majority of the Board of Directors or the Shareholders vote to terminate the Agreement upon such a change in control.

17.6 Termination upon Completion of Purpose

1. Completion of Purpose

- If the primary purpose for which Voyager Bank was established is fulfilled (e.g., the successful execution of a specific financial transaction or business goal), the Shareholders may mutually agree to terminate this Agreement.

17.7 Consequences of Termination

1. Winding Up of Affairs

- Upon termination of this Agreement, the Shareholders will proceed with the winding-up of the affairs of Voyager Bank, including the liquidation of assets, settlement of liabilities, and distribution of any remaining assets in accordance with the Bank's ownership structure and applicable law.

2. Obligations on Termination

- The termination of this Agreement shall not relieve either party of any obligations that have accrued prior to termination, including obligations for financial reporting, compliance with legal requirements, confidentiality, and indemnity.

3. Return of Property

- Upon termination, all property, documents, and materials related to the business of Voyager Bank, including confidential information, intellectual property, and physical assets, shall be returned to the Bank or disposed of as agreed upon by the parties.

4. Final Accounting

- A final accounting shall be performed upon termination, and the assets of the Bank will be distributed based on the agreed-upon ownership percentages, after the settlement of all liabilities and expenses.

17.8 Survival of Provisions

- Certain provisions of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to provisions related to confidentiality, indemnity, dispute resolution, and any other obligations that by their nature are intended to survive termination.

17.9 Notice of Termination

- Written notice of termination must be provided in accordance with Section 9 (Notices), detailing the reasons for termination and the effective date of termination. The parties shall ensure that the termination is carried out in accordance with the procedures outlined in this Section.

18. Miscellaneous

18.1 Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of Redmont, without regard to its conflict of law principles. Any legal disputes or actions relating to this Agreement shall be resolved in the courts of Redmont, unless otherwise specified.

18.2 Entire Agreement

- This Agreement, together with any schedules or amendments, constitutes the entire understanding between the parties with respect to the subject matter hereof. It supersedes all prior agreements, representations, and understandings, whether written or oral, relating to the same subject matter.

18.3 Amendments and Modifications

1. Written Modifications

- Any amendment, modification, or supplement to this Agreement must be in writing and signed by all parties to be valid and enforceable.

2. Change in Circumstances

- If there is a material change in circumstances affecting the operation of the Bank or the parties' interests, the parties agree to negotiate in good faith to amend this Agreement to reflect the new circumstances.

18.4 Severability

- If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. The parties will substitute any invalid or unenforceable provision with a valid one that most closely approximates the intent of the original provision.

18.5 Waiver

1. No Waiver of Rights

- No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver of any breach be deemed to be a waiver of any subsequent breach.

2. Failure to Exercise Rights

- The failure or delay of either party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power, or privilege.

18.6 Force Majeure

1. Excused Performance

- Neither party shall be held liable for failure to perform any obligation under this Agreement if such failure is due to events beyond its reasonable control, including but not limited to natural disasters, war, strikes, acts of government, or other force majeure events.

2. Notification

- The party affected by a force majeure event must promptly notify the other party of the occurrence and the expected duration of the event, and both parties agree to take reasonable steps to mitigate the effects of such an event on their performance under this Agreement.

18.7 Successors and Assigns

- This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, assigns, and legal representatives. No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties, except as provided in Section 7 (Transfer of Shares).

18.8 Confidentiality

1. Obligation of Confidentiality

- The parties agree to maintain the confidentiality of any proprietary or sensitive information shared between them in connection with this Agreement, including financial information, trade secrets, and business plans.

2. Exceptions to Confidentiality

- The obligation of confidentiality does not apply to information that is already publicly available, was lawfully obtained from a third party, or is required to be disclosed by law or regulation.

18.9 No Partnership or Joint Venture

- Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the parties. Each Shareholder is an independent contractor, and nothing in this Agreement shall create any obligation on the part of either party to act on behalf of the other.

18.10 Headings

- The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement. Each section should be read in its entirety, and the headings shall not be considered in any legal analysis.

18.11 Counterparts

- This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be provided in electronic form (e.g., scanned or electronic signatures), and such signatures shall have the same effect as original signatures.

18.12 Relationship of the Parties

- The parties acknowledge and agree that their relationship under this Agreement is strictly one of Shareholders, and nothing in this Agreement shall create any employer-employee, agency, or fiduciary relationship between the parties, unless explicitly stated otherwise.

19. Execution

This Agreement is executed and delivered as of the 27.01.2025 by the parties hereto, who acknowledge and agree to abide by the terms and conditions set forth herein.

Each party has caused this Agreement to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned have executed this Shareholders' Agreement on the respective dates indicated below.

Louder_Leo

Signature: *LouderLeo*

Date: 27.01.2025

Freeze_line

Signature: *Freeze_line*

Date: 27.01.2025