SHAREHOLDER AGREEMENT

OF OLIVIA POPE AND ASSOCIATES

This Shareholder Agreement (the "Agreement") is entered into and made effective as of November 30, 2025, by and between the shareholders of Olivia Pope and Associates, a corporation duly organized and existing under the laws of the Commonwealth of Redmont (the "Corporation").

(j) PARTIES

This Agreement is entered into by and between:
- Bardiya_King
- Palantir Technologies
(collectively, the "Shareholders")

Each Shareholder owns 50% of the issued and outstanding shares of the Corporation, totaling 100 Class A voting shares.

(a) OWNERSHIP AND EQUITY

(i) The Corporation shall maintain 100 authorized and outstanding Class A voting shares, each with a par value of $1.00, equally divided between the Shareholders.
(ii) No additional shares may be issued without the unanimous written consent of the Shareholders.
(iii) Shareholders shall have pre-emptive rights to purchase newly issued shares in proportion to their ownership, exercisable within ten (10) business days of notice.

(b) BOARD OF DIRECTORS AND MANAGEMENT

(i) The Board of Directors shall consist of two (2) directors, being the Shareholders.
(ii) Each director shall have equal voting power.
(iii) The Board shall manage the business and affairs of the Corporation subject to this Agreement and applicable law.
(iv)Directors may be removed only by unanimous shareholder consent, and this limitation is intended to supersede any default statutory removal rights.

(c) PURPOSE AND NATURE OF THE CORPORATION

(i) The purpose and nature of the Corporation is to engage in legal crisis management, political consulting, public relations strategy, and any other lawful business activities permitted for corporations under the laws of the Commonwealth of Redmont, together with all activities incidental or related thereto.

(d) RESERVED MATTERS

(i) The following actions require unanimous approval of the Shareholders:
- Amendment of this Agreement
- Issuance of additional shares
- Sale or transfer of substantial assets
- Dissolution or liquidation
- Entry into external investment or financing
- Debt obligations exceeding $1,000
- Changes to dividend policy

(e) ROLES AND RESPONSIBILITIES

(i) Each Shareholder shall serve as an Executive Employee and is expected to contribute to the management and development of the Corporation actively.
(ii) Specific operational duties may be defined separately by resolution or employment agreement.

(f) INACTIVITY OF SHAREHOLDERS

(i) A Shareholder shall be deemed Inactive if they fail to materially participate in corporate governance or operations for forty-five (45) consecutive days without previous written notice.
(ii) Written notice must be provided, after which the Inactive Shareholder shall have fourteen (14) days to cure.
(iii) Inactivity alone shall not result in forfeiture or forced buyback.
(iv) After ninety (90) days of continued inactivity, a voluntary buy-out at fair market value may be initiated.
(v) This Agreement expressly overrides statutory default inactivity provisions.

(g) TRANSFER OF SHARES

(i) No Shareholder may transfer shares without first offering them to the other Shareholder via a Right of First Refusal.
(ii) Valuation shall be determined by an independent third-party appraiser at fair market value.

(h) BUY-SELL AND DEADLOCK RESOLUTION

(i) Upon death, incapacity, or voluntary withdrawal, a mandatory buy-sell process shall be triggered at fair market value.
(ii) In the event of shareholder or board deadlock lasting more than thirty (30) days, either Shareholder may invoke a forced buy-sell mechanism, whereby one Shareholder offers a price per share and the other must either buy or sell at that price.

(i) DIVIDENDS AND DISTRIBUTIONS

(i) The Corporation does not guarantee dividends; any distribution must be mutually agreed upon by the shareholders.
(ii) Distributions, if declared, shall be divided proportionally based on share ownership.

(k) CONFIDENTIALITY, NON-COMPETE, AND NON-SOLICITATION

(i) Shareholders shall maintain the confidentiality of corporate information.
(ii) For two (2) years following departure, a Shareholder shall not engage in competing activities in legal crisis management, political consulting, or public relations, provided the Corporation remains operational.
(iii) Departing Shareholders shall not solicit clients, vendors, or employees for two (2) years.

(l) FINANCING ARRANGEMENTS

(i) The Corporation was capitalized through an initial $100 contribution, equally shared.
(ii) Future funding through equity, loans, or third-party investment requires unanimous approval of the Shareholders.

(m) INTELLECTUAL PROPERTY

(i) All intellectual property, materials, strategies, client lists, branding, and documents created during the course of Shareholder involvement with the Corporation shall be deemed the exclusive property of the Corporation.

(n) INDEMNIFICATION

(i) The Corporation shall indemnify its Shareholders and Directors solely in their capacity as officers or directors of the Corporation against reasonable liabilities, costs, and expenses incurred directly in connection with corporate actions, provided such actions were taken in good faith, in a manner reasonably believed to be in the best interests of the Corporation, and within the scope of authority granted by this Agreement or applicable law.
(ii) Indemnification shall not apply to:

- acts involving fraud, willful misconduct, or gross negligence;
- actions taken outside the scope of corporate authority; or
- disputes between Shareholders regarding ownership, control, or personal obligations.

(iii) Any dispute regarding entitlement to indemnification, including determinations of good faith or scope of authority, shall be resolved in accordance with the Dispute Resolution clause of this Agreement.
(iv) This indemnification is intended to protect individuals from third-party or regulatory claims arising from lawful corporate conduct and does not constitute compensation or liability protection for obligations owed by the Shareholders to the Corporation or by the Corporation to the Shareholders.

(o) DISPUTE RESOLUTION

(i) Disputes between Shareholders shall first be resolved through direct, good-faith conversation.
(ii) If unresolved, such disputes shall fall under the jurisdiction of the Courts of the Commonwealth of Redmont.

(p) COMPLIANCE WITH LAW

(i) The Corporation and Shareholders shall comply with the Legal Entity Act and Commercial Standards Act of the Commonwealth of Redmont.

(q) AMENDMENT

(i) This Agreement may be amended only by a written instrument signed by all Shareholders.

(r) GOVERNING LAW

(i) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Redmont.

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

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Representative from the Board of Directors of Palantir Technologies: T04DS74

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Bardiya_King