

SHAREHOLDER AGREEMENT OF OLIVIA POPE AND ASSOCIATES

This Shareholder Agreement (the "Agreement") is entered into and made effective as of June 26, 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:

- T04DS74

- Bardiya_King

(collectively, the "Shareholders")

Each Shareholder owns 50% of the issued and outstanding shares of the Corporation, totaling 100 Class A shares. Each Shareholder is also an Executive Employee of the Corporation.

(a) OWNERSHIP AND EQUITY DISTRIBUTION

(i) The Corporation shall issue and maintain a total of 100 Class A shares, equally divided between the Shareholders.

(ii) Any issuance of new shares requires unanimous consent of all Shareholders.

(iii) Shareholders have pre-emptive rights to purchase any newly issued shares in proportion to their current holdings. Such rights must be exercised within ten (10) business days of written notice. If a Shareholder declines or fails to respond, the shares may be offered to a third party.

(b) MANAGEMENT AND DECISION-MAKING

(i) The Corporation shall have a two-member Board of Directors, comprised of T04DS74 and Bardiya_King.

(ii) Each director shall have equal voting power on all matters.

(iii) Major decisions, including mergers, acquisitions, dissolution, or borrowing exceeding \$1,000, shall require unanimous board approval.

(c) ROLES AND RESPONSIBILITIES

(i) Each Shareholder shall serve as an Executive Employee and is expected to actively contribute to the management and development of the Corporation.

(ii) Specific operational duties may be defined separately by resolution or employment agreement.

(d) TRANSFER OF SHARES

(i) No Shareholder may sell, assign, pledge, or otherwise transfer any shares without first offering such shares to the other Shareholder via a Right of First Refusal.

(ii) If transfer occurs, shares shall be valued by a mutually agreed-upon independent third-party appraiser. Valuation shall be completed within two (2) weeks and paid for by the Corporation.

(e) 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.

(f) 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.

(g) EXIT STRATEGIES

- (i) In the event of death, incapacity, or voluntary withdrawal, a buy-sell arrangement shall be triggered in accordance with this Agreement.
- (ii) Drag-along and tag-along rights apply to all equity transactions.
- (iii) The Corporation shall be liquidated upon mutual agreement or dissolution, and assets distributed in accordance with share ownership percentages.

(h) CONFIDENTIALITY AND NON-COMPETE

- (i) All Shareholders must maintain the confidentiality of all sensitive company information.
- (ii) Upon departure, Shareholders shall not directly or indirectly engage in any competing business activities in the fields of legal crisis management, political consulting, or public relations for a period of two (2) years, provided the Corporation remains operational.
- (iii) A non-solicitation clause is hereby imposed: departing Shareholders may not solicit clients, vendors, or employees of the Corporation for a period of two (2) years post-termination.

(i) 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.

(k) BOARD OF DIRECTORS

- (i) The Board shall consist of T04DS74 and Bardiya_King.
- (ii) Meetings may be called by either director at reasonable intervals.
- (iii) Directors may only be removed in cases of death, resignation, or mutual agreement.

(l) RESERVED MATTERS

- (i) The following matters require unanimous Shareholder approval:
 - Amendments to this Agreement
 - Issuance of additional shares
 - Sale or transfer of substantial assets
 - Dissolution of the Corporation
 - External investment or third-party financing
 - Changes to the dividend policy
 - Debt obligations exceeding \$1,000

(m) SHAREHOLDER INFORMATION AND MEETINGS

- (i) The Corporation shall provide timely financial updates and annual reports to each Shareholder.
- (ii) Shareholder meetings shall be held at least quarterly or more frequently if required by operational needs.

(n) 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.

(o) INDEMNIFICATION

(i) The Corporation shall indemnify its Shareholders and Directors against liabilities, costs, and expenses incurred in connection with the Corporation, provided such actions were taken in good faith and within the scope of their authority.

(p) AMENDMENT

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

(q) 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 undersigned Shareholders have executed this Agreement as of the date first above written.

T04DS74

Bardiya_King