

**SHAREHOLDERS' AGREEMENT
of CRPX Investment Corporation
Dated: Saturday April 12th, 2025**

This Shareholders' Agreement (the "Agreement") is entered into by and among CRPX Investment Corporation, a corporation organized under the laws of the Commonwealth of Redmont (the "Corporation"), and its shareholders, including Vanguard Asset Management Intl in its capacity as Fund Manager and any other holders of shares (collectively, the "Shareholders").

(a) Ownership and Equity Distribution

The Corporation is authorized to issue 20,000 shares of Common Stock. Shares may be offered to investors through authorized sales managed by Vanguard Asset Management Intl ("the Fund Manager"), in accordance with fund operations. All newly issued shares shall first be offered to existing shareholders in proportion to their holdings, pursuant to pre-emptive rights.

(b) Management and Decision-Making

The Shareholders shall elect the Board of Directors. Voting rights shall be proportional to the number of shares held. Major decisions—including amendments to corporate structure, mergers, and asset liquidation—require a majority vote unless otherwise specified in this Agreement.

(c) Roles and Responsibilities

Vanguard Asset Management Intl shall serve as the Fund Manager and be responsible for issuing and redeeming fund shares, calculating NAV, rebalancing fund holdings, and general administration of the ETF in accordance with a separate management agreement. Other shareholders shall have no operational responsibilities unless elected or appointed.

(d) Transfer of Shares

Shares may not be transferred without written notice to the Corporation. Existing shareholders shall have a right of first refusal to acquire any offered shares. Share price shall be determined by mutual agreement or independent valuation if necessary.

(e) Dividends and Distributions

Dividends shall be declared at the discretion of the Board based on surplus profits. Distributions, when declared, will be made pro rata based on shareholdings at the record date.

(f) Dispute Resolution

Any disputes arising from this Agreement shall be resolved through binding arbitration in the Commonwealth of Redmont. Shareholders agree to attempt resolution through mediation before initiating arbitration.

(g) Exit Strategies

In the event of shareholder death, incapacity, or voluntary withdrawal, the Corporation shall have the right to repurchase shares. Buy-sell terms, as well as drag-along and tag-along provisions, shall apply and be executed at fair market value.

(h) Confidentiality and Non-Compete

All shareholders agree to maintain the confidentiality of proprietary and financial information. No shareholder shall engage in a directly competing business without prior written consent from the Corporation.

(i) Financing Arrangements

The Corporation may raise capital through equity or debt financing. New equity financing shall not dilute existing shareholders without offering participation under pre-emptive rights.

(j) Parties

This Agreement is made by and among CRPX Investment Corporation and all shareholders listed in the Corporation's share registry, including but not limited to Vanguard Asset Management Intl as Fund Manager.

(k) Board of Directors

The Board shall consist of at least one Director and be appointed by majority shareholder vote. Meetings of the Board shall be called as needed and documented by written resolutions. Directors serve until resignation or removal by shareholder vote.

(l) Reserved Matters

The following actions require unanimous shareholder approval:

- Issuance of preferred shares
 - Sale or transfer of substantially all assets
 - Merger or acquisition
 - Changes to the purpose of the Corporation
 - Amendments to this Agreement
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(m) Shareholder Information and Meetings

The Corporation shall deliver quarterly financial and operational reports to all shareholders. An annual meeting shall be held to review performance, vote on corporate matters, and elect Directors. Special meetings may be called by shareholders holding at least 25% of outstanding shares.

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

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