

Shareholding Agreement

National Exchange of Redmont (NER)

Effective Date: 25th June 2025

This Shareholding Agreement ("Agreement") is entered into by and between the shareholders listed herein (the "Shareholders") and the National Exchange of Redmont, a Corporation duly formed and existing under the laws of the Commonwealth of Redmont (the "Company" or "NER").

Section 1: Ownership and Equity Distribution

1.1 The Company shall have two classes of equity shares:

- Class A Shares: Voting rights attached; subject to transfer restrictions.
- Class B Shares: No voting rights; freely transferable.

1.2 Share allocation is as follows:

- Class A shares :
 - Mg - 500 Class A shares
 - Talion77 - 500 Class A shares
- Class B Shares:
 - Mg - 500 Class B shares
 - Talion77 - 500 Class B shares

1.3 Change in Capital Structure: shall be determined by majority vote of Class A shareholders, subject to compliance with this Agreement and corporate laws.

1.4 Pre-emptive rights: Class A shareholders shall have the right to purchase any Class A shares proposed to be transferred by another Class A shareholder, in proportion to their existing holdings. If pre-emptive rights are declined, shares may be transferred to any party.

Section 2: Management and Decision-Making

2.1 The Company shall be managed by a Board of Directors.

2.2 Initial Directors:

- .MgChamp2339 ("Mg")
- Talion77

2.3 Appointment and removal of directors shall be by majority vote of Class A shareholders.

2.4 All major decisions including funding, dividend declaration, and strategic direction shall be proposed by the Board and approved by Class A shareholders, unless otherwise specified.

Section 3: Roles and Responsibilities

3.1 Each shareholder agrees to:

- Act in the best interest of the Company.

- Participate in meetings and decisions as per their share class.
 - Maintain confidentiality of non-public corporate affairs.
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Section 4: Transfer of Shares

4.1 Class A Shares:

- Transfer requires offering shares first to existing Class A shareholders (right of first refusal).
- If declined, the shareholder may sell to any third party.

4.2 Class B Shares:

- Fully transferable; no restrictions.
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Section 5: Dividends and Distributions

5.1 Dividends shall be proposed by the Board at general meetings and approved by Class A shareholders.

5.2 Once approved, dividends shall be declared and distributed in accordance with each class's entitlement.

Section 6: Dispute Resolution

6.1 In the event of disputes arising from this Agreement, parties shall first attempt mediation before pursuing judicial or legislative remedies.

Section 7: Exit Strategies

7.1 In the event of shareholder death, incapacitation, or desire to divest:

- Class A Shares: Subject to right of first refusal.
- Class B Shares: Freely transferable.

7.2 No tag-along or drag-along rights unless otherwise agreed upon in future amendments.

Section 8: Confidentiality and Legal Enforcement

8.1 No non-compete obligation exists under this Agreement.

8.2 Breach of any provision entitles the aggrieved party to pursue legal action as per DemocracyCraft civil law.

Section 9: Board of Directors

11.1 Meetings may be called by any director.

11.2 Conduct of meetings shall be via the official NER Discord server.

11.3 The board shall manage all day-to-day and operational matters, subject to shareholder oversight.

Section 10: Reserved Matters

12.1 The following require unanimous approval of all Class A shareholders:

- Amendment of the Company's Name
 - Change in the Purpose of the Company
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Section 11: Shareholder Information and Meetings

13.1 Shareholder meetings shall be held as and when necessary, and shall be conducted via the official NER Discord server.

13.2 Notices of meetings and major decisions shall be provided in writing to all shareholders.

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Shareholding Agreement as of the Effective Date.

Shareholder	Signature	Date
.MgChamp2339 (Mg)	_.MgChamp2339__	_25th June 2025__
Talion77	_.Talion77__	_25th June 2025__
