

SHAREHOLDERS' AGREEMENT OF WELLS FARGO & CO.

This Shareholders' Agreement (the "Agreement") is entered into on May 10, 2025, by and among the Shareholders of Wells Fargo & Co., a duly incorporated corporation under the laws of Redmont on DemocracyCraft (the "Company").

1. BASIC INFORMATION

- **1.1 Company Name:** Wells Fargo & Co.
 - **1.2 Principal Office:** None – Online Business Only
 - **1.3 Date of Agreement:** May 10, 2025
 - **1.4 Shareholder(s):**
 - KingBOB99878 – 100% of Class A Shares
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2. OWNERSHIP AND EQUITY DISTRIBUTION

- **2.1 Class A Shares:**
KingBOB99878 holds 100% of the Class A shares and retains full management and control of the Company.
 - **2.2 Class B Shares:**
Publicly available for issuance.
 - **2.3 Share Issuance and Pre-Emptive Rights:**
No new shares shall be issued unless first offered to existing shareholders pro-rata.
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3. MANAGEMENT AND DECISION-MAKING

- **3.1 Voting Rights:**
 - Class A Shares have full voting rights and control over day-to-day operations.

- Class B Shareholders may vote on reserved matters, such as director selection and structural changes.
 - **3.2 Board of Directors:**

The Board of Directors shall be appointed by a majority of Class B shareholders and approved by the Class A shareholder.
 - **3.3 Reserved Matters:**

The following require approval from both Class A and a majority of Class B shareholders:

 - Amendment to this Agreement
 - Sale or dissolution of the company
 - Issuance of additional shares
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4. ROLES AND RESPONSIBILITIES

Each Shareholder shall act in good faith and in the best interest of the Company. KingBOB99878 shall serve as the managing director and executive operator.

5. DIVIDENDS AND DISTRIBUTIONS

- **5.1 Profit Allocation:**

Profits shall be distributed based on share class ownership, subject to Board approval.
 - **5.2 Reinvestment Policy:**

A portion of profits may be retained for reinvestment. Reinvestment decisions require Class A approval.
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6. SHARE TRANSFER

- **6.1 Transfer Restrictions:**

Shares may not be sold, transferred, or pledged without offering them first to existing shareholders (Right of First Refusal).

- **6.2 Valuation Method:**
Shares will be valued by agreement or, if disputed, via third-party appraiser approved by the Board.
 - **6.3 Drag-Along & Tag-Along Rights:**
Not applicable.
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7. DISPUTE RESOLUTION

All disputes shall be resolved first via mediation. If unresolved, disputes shall be settled through binding arbitration within Redmont's business legal framework.

8. CONFIDENTIALITY & NON-COMPETE

- **8.1 Confidentiality:**
Shareholders must not disclose any proprietary or confidential information.
 - **8.2 Non-Compete:**
Shareholders shall not create or assist a directly competing financial institution within DemocracyCraft.
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9. FINANCING ARRANGEMENTS

The Company may raise funding through loans or share offerings. New share offerings require Class A and Class B approval.

10. SHAREHOLDER INFORMATION & MEETINGS

- Shareholders shall receive financial and corporate updates quarterly.
 - Shareholder meetings may be conducted digitally.
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11. AMENDMENTS

This Agreement may only be amended by written approval of the Class A shareholder and a majority of the Class B shareholders.

12. GOVERNING LAW

This Agreement shall be governed by the laws and policies of Redmont and the Department of Commerce on DemocracyCraft.

IN WITNESS WHEREOF, the undersigned has executed this Shareholders' Agreement as of the date first above written:

Signed:

KingBOB99878 – Sole Class A Shareholder
