YOUNG MINDS INVESTING LTD

Shareholders' Agreement

Company	Young Minds Investing Ltd
Legal Structure	Private Limited Company (Ltd)
Jurisdiction	England and Wales
Founder	Burhan Sherdel

1. Purpose

This Shareholders' Agreement ("Agreement") establishes the relationship between the shareholders of Young Minds Investing Ltd ("YMI" or "the Company").

It sets out the agreed principles concerning:

- Ownership
- Governance
- Decision-making
- Share transfers
- Shareholder departures
- Confidentiality
- Intellectual property
- Future shareholders
- Shareholder rights

2. Shareholding

The proposed ownership structure is:

Shareholder	Percentage
Burhan Sherdel — Founder	30%
Shareholder 2	10%
Shareholder 3	10%
Shareholder 4	10%
Future Shareholder Pool	40%
Total	**100%**

The identities of Shareholders 2–4 are to be inserted once confirmed.

3. Founder

Burhan Sherdel is recognised as the Founder of Young Minds Investing Ltd.

The Founder holds a proposed 30% shareholding.

The Founder has enhanced approval rights over certain major Company decisions as set out in this Agreement.

4. Major Decisions

The following should require:

Approval of the Founder AND approval by a majority of the other shareholders.

Major decisions include:

- Issuing significant new shares
- Admitting new shareholders
- Changing shareholder rights
- Materially changing the Company's principal business
- Materially changing the investment strategy
- Selling YMI
- Selling substantial Company assets
- Winding up the Company
- Changing the Company's legal structure
- Taking on material borrowing
- Entering a materially different business
- Undertaking potentially regulated activities
- Transferring significant intellectual property
- Creating new classes of shares

5. Ordinary Decisions

Ordinary business decisions will be made according to YMI's normal governance arrangements.

If an ordinary decision results in an equal split, there will be no automatic Founder casting vote.

The shareholders should attempt to reach an agreement before proceeding.

6. Future Shareholder Pool

A 40% Future Shareholder Pool is intended to provide YMI with flexibility to introduce future shareholders.

The pool does not automatically belong to an individual.

Any future issue or transfer of shares must be properly authorised and documented.

7. Share Transfers

A shareholder may not freely transfer shares to an external third party without complying with the Company's governing documents.

Existing shareholders should first be given the opportunity to acquire the shares.

Any transfer must comply with:

- This Agreement
- The Articles of Association
- Applicable company law
- Required corporate procedures

8. Right of First Opportunity

Before transferring shares externally, the selling shareholder should notify the Company and existing shareholders of the proposed sale.

Existing shareholders should have the first opportunity to purchase the shares on the applicable terms.

9. Voluntary Departure

A shareholder wishing to leave YMI must provide 30 days' written notice.

Existing shareholders should have the first opportunity to acquire the departing shareholder's shares, subject to the Company's governing documents.

10. Share Valuation

Where shares are purchased following a shareholder's departure, the value should be determined by an independent professional valuation where appropriate.

The valuation may consider:

- Company assets
- Liabilities
- Revenue
- Profitability
- Investments
- Intellectual property
- Future prospects
- Market conditions

11. Compulsory Transfer / Removal

A shareholder may become subject to a compulsory transfer process following serious misconduct, including:

- Fraud
- Theft
- Serious breach of this Agreement
- Misuse of Company funds
- Serious compliance breaches
- Deliberate reputational damage
- Unauthorised disclosure of confidential information
- Other serious misconduct

Any compulsory transfer must be carried out in accordance with applicable company law and the Articles.

12. Dividends

Dividends may be paid where legally permitted and where the Company has sufficient distributable profits.

YMI's current policy is to retain the majority of profits within the Company for:

- Growth
- Reserves
- Investment opportunities
- Technology
- Compliance
- Professional services
- Expansion

13. Shareholder Remuneration

Shareholders do not receive a salary simply because they own shares.

Separate employment or service arrangements may be created where properly approved and documented.

14. Additional Capital

Shareholders are not automatically required to contribute additional capital.

Where additional capital is required, the terms should be agreed separately.

A contribution does not automatically change a shareholder's percentage ownership unless formally agreed and documented.

15. Borrowing

YMI's current policy is no borrowing for investment purposes.

No shareholder may independently create debt obligations for the Company.

16. Conflicts of Interest

Shareholders must disclose material conflicts of interest.

A conflicted shareholder may be required to abstain from a relevant decision where appropriate.

17. Confidentiality

Shareholders must protect confidential Company information.

This obligation is intended to continue for one year after a shareholder leaves YMI, subject to applicable legal disclosure requirements.

18. Intellectual Property

The current intention is that the Founder retains ownership of core YMI intellectual property, including the YMI name, branding and associated materials, subject to formal legal documentation.

The Company must have sufficient rights to use the relevant intellectual property for its business.

19. Outside Business Activities

Shareholders may participate in other businesses provided that they:

- Do not directly compete with YMI
- Do not misuse YMI confidential information
- Do not misuse YMI intellectual property
- Do not create an unmanaged conflict
- Do not materially interfere with agreed YMI responsibilities

20. Directors

Share ownership and directorship are separate.

Owning shares does not automatically make an individual a director.

Directors must comply with their statutory duties under applicable UK company law.

21. Regulatory Compliance

Nothing in this Agreement authorises YMI to conduct regulated financial activities without the required legal basis.

YMI must establish the appropriate regulatory position before conducting activities that may require FCA authorisation, registration, an exemption or another lawful basis.

22. Dispute Resolution

Shareholders should first attempt to resolve disputes through good-faith discussions.

Where appropriate, mediation may be used before formal legal proceedings.

Nothing prevents a shareholder or the Company from seeking urgent legal remedies where necessary.

23. Amendments

Changes to this Agreement must be made in writing and approved according to the applicable shareholder and corporate approval requirements.

24. Relationship with Articles of Association

This Shareholders' Agreement is intended to operate alongside the Company's Articles of Association.

The Articles and mandatory provisions of company law must be respected at all times.

25. Governing Law

This Agreement is intended to be governed by the laws of England and Wales.

Signatures

Founder / Shareholder

Name: Burhan Sherdel
Shareholding: 30%
Signature: _____
Date: _____

Shareholder 2

Name: _____
Shareholding: 10%
Signature: _____
Date: _____

Shareholder 3

Name: _____
Shareholding: 10%
Signature: _____
Date: _____

Shareholder 4

Name: _____
Shareholding: 10%
Signature: _____
Date: _____