**SHAREHOLDERS’ AGREEMENT**

**OF**

**Cheep Sleep Inc.**

This Shareholders’ Agreement (the “Agreement”) is made and entered into as of [дата] by and among the undersigned shareholders (the “Shareholders”) of **Cheep Sleep Inc.** (the “Corporation”).

**1. PURPOSE AND SCOPE**

The purpose of this Agreement is to set forth the terms and conditions governing the ownership, management, and operation of the Corporation, ensuring fair treatment of all Shareholders while maintaining transparency and protecting the interests of all parties.

**2. SHARE STRUCTURE AND OWNERSHIP**

**2.1 Initial Share Allocation:**

The Corporation has authorized **100 common shares**, which are allocated as follows:

**- Investor 1 (Имя, ФИО):** 33.33% (33 shares)

**- Investor 2 (Имя, ФИО):** 33.33% (33 shares)

**- Investor 3 Olena Bielik:** 33.34% (34 shares)

**2.2 Voting Rights:**

Each Shareholder has an equal right to vote based on their shareholding percentage. Major decisions shall require a **two-thirds majority vote** unless stated otherwise in this Agreement.

**2.3 Share Transfers and Restrictions:**

- No Shareholder may sell, transfer, or assign their shares without first offering them to the existing Shareholders on a pro-rata basis.

- Any transfer of shares to an external party requires the unanimous consent of all Shareholders.

- If a Shareholder wishes to exit, their shares must first be offered to the Corporation or other Shareholders at **fair market value**.

**3. CORPORATE GOVERNANCE**

**3.1 Board of Directors:**

The business and affairs of the Corporation shall be managed by a **Board of Directors**, which initially consists of:

**- Director 1:** [Имя]

**- Director 2:** [Имя]

- **Director 3:** Olena Bielik

**3.2 Officers:**

The following officers shall oversee the daily operations of the Corporation:

**- Chief Executive Officer (CEO):** [Имя]

**- Chief Financial Officer (CFO):** [Имя]

**- Secretary:** Olena Bielik

3.3 Decision-Making Authority:

- Routine operational decisions shall be made by the **CEO** and **CFO**.

- Strategic business decisions (e.g., mergers, acquisitions, dissolution) require a **two-thirds majority vote of the Board of Directors**.

**4. RELATIONSHIP WITH NPO**

**4.1 Independence from NPO:**

The Corporation is an independent entity from **Shinaux NPO** and is not controlled or influenced by NPO decision-making. While the Corporation may contract with NPO, it shall operate under separate governance and financial policies.

**4.2 Service Agreement with NPO:**

- The Corporation may enter into a contractual relationship with NPO for operational management services.

- Payments made by NPO to the Corporation shall be determined through separate legally binding agreements.

- Any amendments to this Agreement must not affect contractual obligations to NPO.

**5. FINANCIAL MANAGEMENT AND PROFIT DISTRIBUTION**

**5.1 Profit Allocation:**

- Net profits shall be distributed among Shareholders based on their respective shareholding percentages.

- Profits shall be distributed quarterly unless otherwise agreed upon by the Shareholders.

**5.2 Financial Reporting:**

- The Corporation shall maintain accurate financial records and provide Shareholders with financial reports on a **quarterly basis**.

- Financial statements shall be audited annually to ensure transparency.

**6. DISPUTE RESOLUTION**

**6.1 Mediation and Arbitration:**

- In the event of a dispute among Shareholders, the parties shall first attempt to resolve it through mediation.

- If mediation fails, disputes shall be settled through binding arbitration in **Ontario**.

**7. TERMINATION AND AMENDMENTS**

**7.1 Termination of Agreement:**

- This Agreement shall remain in effect until terminated by a unanimous vote of the Shareholders.

- In the event of the dissolution of the Corporation, any remaining assets shall be distributed according to applicable laws and contractual obligations.

**7.2 Amendments:**

- Amendments to this Agreement require a **two-thirds majority vote**, provided that such amendments do not conflict with any binding contracts, including those with **Shinaux NPO**.

**8. GENERAL PROVISIONS**

**8.1 Confidentiality:**

All Shareholders agree to maintain confidentiality regarding corporate strategies, financials, and contractual agreements.

**8.2 Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of **Ontario**.

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

**Signed and Acknowledged by:**

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[Investor 1 Name]

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[Investor 2 Name]

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Olena Bielik