

Company contract

Shared Ownership Legal Entity (S.O.L.E.)

I. Company Information

- I.1 Company name: _____
- I.2 Initial CEO (chief executive officer): _____
- I.3 Initial seat of business: _____
- I.4 Initial contact information: _____
- I.5 Company identifier or registration number: _____
- I.6 Primary notice email/address: _____
- I.7 Effective date of contract: _____

II. Legal Framework

II.1 This company is incorporated under Helicoptarian Constitocracy law and is valid under the following constitutional rules.

II.2 Pursuant to rule §3, this company is a lawful enterprise. Non-negligible pollution and harms to others are prohibited. Neither the company nor its employees shall engage in such harmful activities, nor shall shareholders or the board vote for such conduct.

II.3 Pursuant to rule §3, the company will not harm third parties in any way. Some examples will be listed here, but it is up to every member of the company to remain in compliance and good faith.

The following are non-exhaustive examples commonly regarded as non-negligibly harmful, by the standards of positivist science, at the time of adoption:

- Use of pesticides, growth inhibitors and antibiotics in agriculture.
- Emission of toxins and heavy metals.
- Harmful food preservatives, such as sodium benzoate.
- Aluminum Hydroxide, previously used in vaccines.

The following are considered as not being harmful under any defensible science:

- CO₂ and methane.
- Reasonable use of nitrogen fertilizer.

II.4 Pursuant to rule §3, it is the responsibility of the company to ensure the safety of any new chemical or other product. Ensuring efficacy is not the responsibility of the company unless such claims are made to other economic actors.

II.5 Under rule §30, shareholders must be citizens. Should citizenship be lost, the holder's shares must be sold within six (6) months, with the proceeds delivered to the former owner. If shares are not sold within that time, they shall be auctioned to the highest bidding citizen.

II.6 Under rule §69, this document is binding and without expiration. This contract imposes no unlimited commitments or liabilities on its members. Any shareholder may sell their shares at any time.

II.7 Under rule §72, the existence of this company does not remove individual legal liability for violations of rule §3, rule §83, or other constitutional rules.

No constitutional rule authorizes a shared ownership contract to permit the commission of crimes.

II.8 Employees who commit crimes shall be personally liable. Shareholders, board members, or executive officers who vote for or command illegal actions may be held personally liable.

II.9 In the event of criminal damages arising from company actions, all directly responsible persons shall first be compelled to auction their company shares and other possessions to cover such damages. Only thereafter shall the company be liable.

II.10 Should the company be unable to satisfy court-mandated financial damages, all its assets shall be sold and the company dissolved. Non-responsible shareholders shall not be further personally liable.

II.11 Under rule §80, the company maintains the normal thirty (30) years of patent rights to innovations or copyrights created as a result of employees working toward them. If the innovation is created during the employee's free time and is not highly related to the employee's work, the patent or copyright is forfeited to the individual.

II.12 Also pursuant to rule §80, the company must pay a total of ten percent (10%) of all its dividends to the holders of patents pro rata (equal per patent) used by the company.

II.13 Under rule §83, the company and its employees may not engage in fraud, planned obsolescence, or fractional banking. Nor may any shareholder, board member, or executive officer vote for or command such acts, lest they be held personally liable.

II.14 In the event of secession under rule §61, if permitted by law or exemption of the new territories, the company shall pursue cross-jurisdictional operations. If cross-border operations are not possible, the shareholders shall vote on the new location and seat of business of the company, or whether the company is to be split between jurisdictions.

II.15 The designation "S.O.L.E." shall denote that a company has adopted this contract in its entirety and without modification, and is operating in material compliance with it.

Any company that represents that it is a "S.O.L.E." company, while not in fact meeting such standards, shall be deemed to have made a false material representation.

Such false representation may constitute fraud under rule §83, including where the representation is likely to influence investors, customers or other economic actors.

Any party harmed or reasonably exposed to harm by such misrepresentation shall have legal standing to pursue remedies.

III. Ownership

III.1 The company and its assets are owned by the shareholders.

III.2 Unless otherwise provided in this contract, all decisions regarding the company and its assets shall be made by a majority vote of the shareholders.

III.3 All voting referenced in this document is weighted by share ownership.

III.4 Shareholders may sell their shares. The company shall maintain an up-to-date register of shareholders and their respective holdings.

III.5 In the event of a company split or merger all current shareholders must be offered an ownership share in the new entities equivalent to their ownership share of the current company.

IV. Share Issuing and Dilution

IV.1 Shareholders may either dilute their own shares, or all shareholders shall be equally diluted.

IV.2 Any dilution requires a shareholder vote, with one (1) month due notice.

V. Fiduciary Responsibilities

V.1 Subject to fiduciary exemptions and applicable law, the purpose of the company is to earn money for its shareholders and/or to increase its future ability to do so.

V.2 Executive officers and the board shall not abuse the company or its assets for personal enrichment.

V.3 All shares are equal. Minority shareholders shall not be passed over for dividends, uniquely diluted, or otherwise abused.

V.4 The executive officers must annually publish the company's accounts. Such public information shall include debt, assets, dividends, income, expenditures, earnings, and other key economic data.

V.5 If eighty percent (80%) of shareholders agree, reporting requirements may be reduced.

V.6 If any shareholder does not trust the accounts, they may pay for independent auditing. The company must then grant the external auditor access to non-confidential information.

V.7 The financial year ends December 31 and the report should be sent by March 31 of the following year.

V.8 Employees, officers and board members shall not disclose or use company information or proprietary knowledge reasonably considered confidential outside the company.

Categories to be considered confidential can be decided by the CEO.

Confidential categories can only include non-public information and knowledge critical to the company's competitive advantage.

The confidentiality obligation shall survive termination of employment or service for a period of 10 years or indefinitely with respect to trade secrets.

V.9 Failure to comply with these requirements may be considered fraud under rule §83 or theft per rule §87.

VI. Fiduciary Exemptions for Company Mission(s)

VI.1 Companies may be founded with certain ideologies, mission goals, technologies to be developed, or defined focus areas.

Because such goals may conflict with short-term fiduciary responsibilities to produce profit, they must be publicly available to avoid defrauding shareholders.

VI.2 Initial fiduciary exemptions are listed here:

VI.3 Changes to fiduciary exemptions shall require an eighty percent (80%) majority vote of the shareholders.

VII. Fraud or Crime

VII.1 In the case of suspected fraud or crime, the offending officer, board member, or employee shall be immediately placed on unpaid leave until the case is resolved by the court system.

VII.2 If found guilty, the individual shall be removed from the company without notice or pay for the leave period.

VII.3 If found innocent, the individual shall be paid for the period of forced leave.

VIII. Representation

VIII.1 The CEO represents and signs for the company externally as a legal entity. However, the CEO must obtain shareholder majority approval for large decisions and company commitments.

VIII.2 A CEO must have at least fifty percent (50%) approval, and the candidate with the highest approval rating shall be chosen as CEO. That is using the multiple votes cast approval voting system.

Any shareholder may introduce a vote of no confidence in the current CEO.

VIII.3 There shall be at least one (1) yearly shareholders' board meeting.

VIII.4 Shareholders may appoint delegates to vote on their behalf. These delegates and voting shareholders are collectively referred to as the "Board" or the "Board Members."

VIII.5 Shareholders may retract their voting delegation to a board member at any time.

VIII.6 Shareholders must be informed of all shareholder votes of major importance with at least one (1) month's notice.

VIII.7 Day-to-day operations or time-sensitive decisions may be decided by the CEO or the Board.

VIII.8 Shareholder majority is determined based on participating shareholders. Non-participating shareholders are deemed to abstain, and majorities may be formed by those present.

VIII.9 With sixty percent (60%) approval, the shareholders may grant the CEO or the Board more authority and autonomy than is described herein. This constitutes a major vote and may be rescinded at any time by a forty percent (40%) minority.

IX. Dispute Resolution

IX.1 Disputes between shareholders or between the company and employees, shall be decided first by a prearranged reputable third party arbiter.

If this fails or an arbiter has not been arranged the matter can then be escalated to the regular court.

Initial arbiter: _____

IX.2 The party that rejects a reasonable ruling by the arbiter in bad faith accepts a fine of 1/10 tOz of gold regardless of any future outcome.

IX.3 The company arbiter may be changed or updated with at least a majority shareholder vote. In case of more contestants the arbiter with the most approval votes wins. That is using the multiple votes cast approval voting system.

X. Liability Limitations

X.1 The company shall not, under any circumstances, take on commitments or liabilities exceeding the company itself and its assets.

X.2 Shareholders are not financially liable for the company.

X.3 Upon dissolution, creditors shall be paid first, followed by shareholders.

X.4 If the company is insolvent, creditors shall receive only what the company and its assets can be sold for.

X.5 Employees, officers and board members of the company acting in good faith and within their scope of authority according to this contract, shall have any legal expenses arising from their company position covered by the company.

These indemnification funds shall be paid in advance, on the condition that they are paid back if the individual is found to not qualify for this indemnification.

XI. Dissolution, Mergers and Amendments

XI.1 In the event of dissolution, all shareholders shall be paid out pro rata according to their holdings. Dissolution requires an eighty percent (80%) majority vote.

XI.2 Merging the company with or into another company requires an eighty percent (80%) majority vote.

XI.3 This contract can only be amended through dissolution and reformation. Company information, address and name can be changed at a normal board meeting with 50% majority.

XII. Initial Owners

XII.1 This contract is between the shareholders of the company.

XII.2 Share conditions or partnership agreement applies ☐ ; see Annex A.

XII.3 The initial owners and their shares are as follows.

See annex B for more. ☐ Applicable. ☐ Not applicable.

_____ with ____ shares. Signed: _____ Date: _____

Contact or address: _____

_____ with ____ shares. Signed: _____ Date: _____

Contact or address: _____

_____ with ____ shares. Signed: _____ Date: _____

Contact or address: _____

_____ with ____ shares. Signed: _____ Date: _____

Contact or address: _____

_____ with ____ shares. Signed: _____ Date: _____

Contact or address: _____