

## FIWEEX LLC

### LIMITED LIABILITY COMPANY AGREEMENT

This **LIMITED LIABILITY COMPANY AGREEMENT** (this “Agreement”) of **Fiweex LLC**, a Delaware limited liability company, is effective as of 09/19/2022 (the “Effective Date”) and entered into by the parties identified on the Schedule A hereto as the members of the Company (the “Members”).

#### RECITALS:

The parties to this Agreement (the “Members”) are entering into this Agreement for the purpose of operating a limited liability company that is to be managed by one or more Managers (the “Managers”) under the Delaware limited liability company act (the “Act”).

#### AGREEMENTS:

##### 1. GENERAL INTENT; DEFINITIONS

**Effective Date.** This Agreement, and the terms, conditions and obligations of the parties contained herein, shall become effective on the Effective Date.

**Definitions.** When used herein, the following terms shall have the meanings assigned to them in this Section 1.2:

Act. The meaning set forth in the Recitals.

Additional Capital Contributions. The meaning set forth in Section 3.3.

Additional Member. The meaning set forth in Section 3.2.1.

Affiliate. With respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person, including, any partner, officer, director or shareholder of such Person, and any investment vehicle now or hereafter existing that is Controlled by or under common Control with one or more general partners or managing members of, or shares the same management company with, such specified Person.

Applicable Law. With respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits or certificates of any governmental or regulatory authority applicable to such Person or any of its assets or property, and all judgments, injunctions, orders and decrees of any governmental or regulatory authorities in proceedings or actions in which such Person is a party or by which any of its assets or properties are bound.

Available Cash. For any period, all cash receipts of the Company from whatever source derived, including cash on hand or in the bank, money market, or similar account of the Company, but excluding Capital Contributions, that the Managers determine to be available for distribution by the Company, in their sole and absolute discretion, *minus* (i) all fees, expenses, costs, charges, liabilities and obligations of the Company for such period and (ii) the

establishment or replenishment of or contribution to the Reserves as the Manager shall otherwise deem necessary for taxes, future investments, debt service, and other expenses and other working capital requirements of the Company or for contingent or unforeseen liabilities of the Company.

Business. The meaning set forth in Section 2.7.

Capital Account. The meaning set forth in Section 3.5.

Capital Contributions. The amount of cash or the agreed fair market value of property contributed by each Member to the capital of the Company, as reflected in the books of the Company. The initial Capital Contribution of each Member is set forth on Schedule A.

Certificate. The meaning set forth in Section 3.1.2.

Charter. The meaning set forth in Section 2.2.

Code. The Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of any federal internal revenue law enacted in substitution of the Internal Revenue Code of 1986.

Confidential Information. Any and all information of a confidential or proprietary nature (whether or not specifically labeled or identified as “confidential”), in any form or medium, that relates to the Business or its suppliers, distributors, customers, independent contractors or other business relations.

Company. The meaning set forth in Section 2.1.

Control. The possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, general partnership or Membership Interests, by contract or otherwise.

Current Business. Shall mean [Marketing and Technology Service for business]

Current Members. Each Member is set forth on Schedule A.

Deadlock. Any situation in which the consent or vote of the Managers regarding an important action to be taken or decision of the Company do not constitute the number of Managers needed to approve or reject such action or decision, after a diligent good faith attempt by the Managers to reach a consensus as to such action or decision.

Effective Date. The meaning set forth in the Preamble.

Event of Dissolution. The meaning set forth in Section 11.2.

Gross Asset Value. With respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the fair market value of such asset as determined by the Managers;

(ii) the Gross Asset Value of each Company asset shall be adjusted to equal its respective gross fair market value as of the following times: (1) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (2) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an interest in the Company; or (3) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the Managers determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the Gross Asset Value of any Company asset distributed to any Member shall be the fair market value of such asset on the date of distribution as determined by the Managers; and

(iv) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (iv) to the extent the Managers determine that an adjustment pursuant to clause (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i), (ii), or (iv) above, such Gross Asset Value shall thereafter be adjusted by the depreciation or amortization deductions taken into account with respect to such asset for purposes of computing the Company's taxable income.

Indemnitee. The meaning set forth in Section 9.1.

Independent Third Party. Means, with respect to any Member, any Person who is not an Affiliate of such Member.

Joinder. The meaning set forth in Section 3.2.2.

Managers. The meaning set forth in the Preamble.

Members. The Current Members and any Additional Members, in each such Person's capacity as a member of the Company.

Membership Interests. The entire limited liability company interest and economic interest in the Company of a Member, which shall (i) include such Member's rights to any and all distributions, allocations and other incidents of participation in the Company to which such Member may be entitled, as provided in this Agreement and under the Act, and (ii) include its Capital Account hereunder. Membership Interests shall initially be of a single class, designated as Common Membership Interests, and shall grant (i) the right to one vote at a meeting of members of the Company or on any resolution of members; (ii) the right to an equal share in any dividend paid by the Company; and (iii) a right to an equal share in the distribution of the surplus assets of the Company or its liquidation.

Notice. Means notice sent pursuant to the terms of Section 16.3.

Offering Member. The meaning set forth in Section 13.4.1(a).

Offering Member Notice. The meaning set forth in Section 13.4.1(b).

Offering Interests. The meaning set forth in Section 13.4.1(a).

Permitted Transfer. The meaning set forth in Section 13.3.

Person. Any individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution or other entity.

Purchasing Member. The meaning set forth in Section 13.4.1(c).

Pro Rata Portion. With respect to any Member, the percentage determined by dividing (x) the number of Units owned by such Member by (y) the total number of issued and outstanding Units of the Company.

Reserves. Reserve funds that the Managers shall fund into an account from the gross revenues of the Company, which reserves shall be used by the Managers as they shall deem necessary for taxes, future investments, debt service, and other expenses and other working capital requirements of the Company or for contingent or unforeseen liabilities or obligations of the Company.

ROFO Notice Period. The meaning set forth in Section 13.4.1(b).

ROFO Offer Notice. The meaning set forth in Section 13.4.1(c).

Securities Act. The meaning set forth in Section 13.2.

Transfer. Shall mean any transfer, assignment, sale, conveyance, lease, partition, pledge or grant of a security interest in any Membership Interest. For purposes of this Agreement, any transfer, exchange or series of transfers (or exchanges) of the stock, partnership, membership or other ownership interests of any Member that is a business organization or an entity (or any combination of such transfers or exchanges, whether direct or in connection with a merger, acquisition, sale or similar reorganization or transaction involving the stock or other ownership interests of such Member) or any other transaction, the effect of which is that the Persons who owned, beneficially or of record, or had the right to vote at least a majority of the outstanding stock or other ownership interests in such Member as of the Effective Date no longer own at least a majority of such stock or other ownership interests, then a Transfer shall also be deemed to have occurred with respect to the Membership Interests owned by such Member. Capitalized terms containing “Transfer” as a root, such as “Transferee,” “Transferring” or “Transferor,” shall have corresponding meanings in this Agreement.

Treasury Regulations. The federal income tax regulations promulgated by the U.S. Department of Treasury, or any amendment or successor provision thereto, pursuant to or in interpretation of the Code.

Units. The meaning set forth in Section 3.1.2.

## 2. ORGANIZATIONAL MATTERS

**Name.** The name of this limited liability company is “Fiweex LLC” (the “Company”).

**Charter.** The Certificate of Formation of the Company (the “Charter”) was filed with the Secretary of State for the State of Delaware on August 25, 2022.

**Effective Date.** This Agreement and the terms, conditions and obligations of the parties contained herein, shall become effective on the Effective Date.

**Duration.** The Company commenced effective as of the date specified in the Charter and shall exist until dissolved as provided in this Agreement.

**Principal Office.** The Company’s principal office will initially be at “7925NW 12Th ST STE 109, Doral, Florida (33126), USA”, but it may be relocated by the Managers from time to time upon notice to the Members.

**Designated Office and Agent for Service of Process.** The Company’s initial registered office is as set forth in the Charter. The Company’s registered office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of the State of Delaware.

**Purposes and Powers.** The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Members from time to time (“Business”). The Company has the power to do all things necessary, appropriate, proper, advisable, incident, or in furtherance of such Business.

**Title to Assets and Property.** Title to all assets and property (real or personal, tangible or intangible) acquired by the Company will be held in the name of the Company and be owned by the Company as an entity. No Member has any right to the assets or property of the Company or any ownership interest in those assets or properties except indirectly as a result of the Member’s ownership of an interest in the Company. No Member has any right to partition any assets or properties of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

### 3. MEMBERS, CONTRIBUTIONS AND INTERESTS

#### **Membership Interests.**

**3.1.1** The names and addresses of the Members of the Company, the amounts of their Capital Contributions (if any) and their respective Membership Interests are set forth on Schedule A hereto. The Managers may update Schedule A to reflect any change in the name, address, Capital Contributions, and Membership Interests of the Members, and to reflect the Membership Interests, name, address and Capital Contributions of any Additional Member.

**3.1.2** Membership Interests shall be represented by and may be referred to as “Units”, and may be represented by a certificate in a form approved by the Managers (a “Certificate”).

#### **Additional Members.**

**3.2.1** Additional Members of the Company (including any Person not a Member on the date hereof) shall be admitted only in accordance with Section 13.3 and Section 3.2.2 (any such member, an “Additional Member”). Additional Members may also be admitted, and Capital Contributions accepted from Additional Members, only upon the majority action of the Managers, upon the terms and conditions set forth for admittance in such majority action of the Managers.

**3.2.2** The admission of any Person as an Additional Member is subject to the execution of a counterpart agreement to this Agreement substantially in the form of Exhibit A (the “Joinder”) attached hereto and incorporated by this reference herein.

**Additional Contributions.** No Member is required to make additional Capital Contributions to the Company (“Additional Capital Contributions”). If the Managers approve a voluntary Additional Capital Contribution, the Managers may set a maximum amount of such Additional Capital Contributions that will be accepted from the Members. Each Member will then have the right, but not the obligation, to contribute such Member’s Pro Rata Portion of such maximum amount based upon the Member’s Pro Rata Portion immediately prior to the time the Managers set such maximum amount. Any Member who wishes to elect to contribute any or all of its Pro Rata Portion of such maximum amount, shall deliver a written notice to the Managers within 10 days following its receipt of a written notice from the Managers with respect to such Additional Capital Contribution. Any Member making an Additional Capital Contribution shall receive Membership Interests on the terms and conditions established by the Managers for the Additional Capital Contribution. Notwithstanding the foregoing, if agreed to by all Members in writing, one or more Members may make Additional Capital Contributions in exchange for additional Membership Interests or any other consideration or no additional consideration (other than being entitled to distributions in accordance with Section 5.2), on the terms and conditions agreed upon by all such Members, in which case, the foregoing terms of this Section 3.3 shall not apply.

**No Interest on Capital Contributions.** No interest will be paid on Capital Contributions (including Additional Capital Contributions).

**Capital Accounts.** An individual capital account (“Capital Account”) will be established and maintained for each Member, including any Additional Member. The Capital Account of each Member consists of (i) the amount of cash that a Member has contributed to the Company, *plus* (ii) the agreed fair market value of any tangible and intangible property that Member has contributed to the Company, net of any liabilities assumed by the Company or to which that property is subject, *plus* (iii) the amount of profits or income (including tax-exempt income and any other item required to be credited for proper maintenance of Capital Accounts by the final Treasury Regulations under Section 704(b) of the Code) allocated to that Member, *less* (iv) the amount of losses and deductions allocated to that Member, *less* (v) the amount of all cash distributed, to that Member, *less* (vi) the fair market value of any property distributed to that Member, net of any liability assumed by that Member or to which that property is subject, and *less* (vii) that Member’s share of any other expenditures which are not deductible by the Company for federal income tax purposes and which are not allowable as additions to the basis of Company property; all however, subject to such other adjustments as may be required for proper maintenance of Capital Accounts by the Treasury Regulations under Section 704(b) of the Code. The Capital Account of a Member will not be affected by any adjustments to basis made pursuant to Section 743 of the Code but will be adjusted with respect to adjustments to basis made pursuant to Section 734 of the Code. All Capital Accounts must be maintained in accordance with the federal income tax accounting principles prescribed in Treasury Regulations §1.704-1(b)(2)(iv).

(a) No Member has the right to withdraw its Capital Contribution or to demand and receive property of the Company or any distribution in return for its Capital Contribution, except as may be specifically provided in this Agreement, required by Applicable Law, or agreed to in writing by a majority of the Members. Unless the Members agree, the return of a Capital Contribution shall not adjust such Member’s respective Membership Interest.

(b) A Member may only demand the return of its Capital Contribution (i) on the winding up of the Company in accordance with the terms of this Agreement, or (ii) as may otherwise be required in the Act.

(c) Except as is specifically provided otherwise in this Agreement or in the Act, no Member will have any liability or obligation to restore a negative or deficit balance in that Member’s Capital Account.

(d) In connection with (1) a Capital Contribution of money or other property (other than a *de minimis* amount) by a new or existing Member as consideration for a Membership Interest, (2) the liquidation of the Company or a distribution of money or other property (other than a *de minimis* amount) by the Company to a withdrawing Member, or (3) the grant of a Membership Interest in the Company as consideration for the provision of services to or for the benefit of the Company, the Capital Accounts of the Members may (as agreed upon by the Members) be adjusted to reflect a revaluation of Company property (including tangible assets) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f). If, under Section 1.704-1(b)(2)(iv)(f) of the Regulations, the Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, amortization and gain or loss with respect to such property shall be shared among the Members in a manner that takes

account of the variation between the adjusted tax basis of such property and the book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Code Section 704(c).

#### 4. ALLOCATION OF PROFITS AND LOSSES

**Determination.** The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax return for such fiscal year. In computing net profit or net loss for purposes of allocation between Members, no special provision will be made for tax-exempt or partially tax-exempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under Treasury Regulation §703(a)(1) will be included in the net profit or net loss of the Company.

**Allocation of Net Profits and Net Losses.** Except as otherwise provided under this Section 4, net profit and net loss (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Company shall be allocated among the Members in a manner such that the Capital Account balance of each Member, immediately after making such allocation, is, as nearly as possible equal (proportionately) to the distributions that would be made to such Member if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied and the net assets of the Company were distributed to the Members in accordance with Section 12.1.3. If the net profit and net loss allocable to the Members pursuant to this Section 4.2 are insufficient to allow the Capital Account balance of each Member to equal such Member's share of the Company's assets as set forth in this Agreement, such net profit or net loss shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Capital Account balances and their respective shares of the Company's assets in proportion to such differences. Notwithstanding the foregoing, the Managers may make any modifications and adjustments to the allocations that they believe are necessary to comply with Applicable Law and to ensure that the allocations achieve the results intended by the Members hereunder.

**Allocations Solely for Tax Purposes.** In accordance with Code §704(c) and the corresponding regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members, solely for income tax purposes, so as to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as set forth in this agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this Section 4.3 will be made by the Managers. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account, allocable share of the net profits and net losses of the Company, or right to distributions.

**Ratable Allocation.** If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Membership Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of

time during which the Member was a Member or held a particular Membership Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Managers may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Managers may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the Persons who were Members, or who held particular Membership Interests, during each segment based upon their Membership Interests during that segment.

**Qualified Income Offset.** If a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), any of which causes or increases a deficit in such Member's Capital Account, then such Member will be specially allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance created or increased by such adjustment, allocation, or distribution as quickly as possible; provided, however, that an allocation will be made if and only to the extent that such Member would have an adjusted Capital Account deficit after all other allocations provided for herein have been tentatively made as if this provision were not in the Agreement.

## 5. DISTRIBUTIONS

**Tax Distributions.** The Company shall, prior to making any distributions under (or by reference to) Section 5.2, advance to each Member an amount equal to (a)(x) that portion of the Company's net taxable income allocated to such Member for a taxable period *multiplied by* (y) the sum of (i) the highest federal income tax rate and (ii) if applicable, the highest state and local income tax rates in effect for such taxable period (including any surtax rates), *less* (b) the amount of any distributions to such Member previously made by the Company with respect to such taxable period; provided, however, that such distributions to the Members shall not exceed the Available Cash. For the sake of clarification, such earlier advance to a Member shall be deemed an advance of and netted against the next distributions due to such Member under (or by reference to) Section 5.2.

**Additional Distributions.** Subject to the restrictions governing distributions under the Act, if and to the extent there is Available Cash, additional distributions of cash may be made at any time and from time to time by the Company to the Members, at such times and in such amounts as the Managers determine in their sole discretion, such distributions to be made to the Members in accordance their Pro Rata Portion.

## 6. MANAGERS

**Number and Qualifications.** The Company will be managed and officer managed for purposes of the Act. The number of Manager(s) serving at any given time shall be 2 (two), which number may be changed from time to time by majority written approval of the Members.

**Initial Managers and Officers; Additional Managers and Officers.** The Member(s), with the consent of a majority of Members, have the right to, at any time, appoint, remove and/or replace the Manager(s). The initial Manager(s) are set forth on Schedule B, and shall serve as Manager(s) until their earlier death, resignation or removal by the Member(s).

**Authority; Actions of the Managers.**

**6.3.1** As the Managers of a manager-managed limited liability company under the Act, the Managers, subject to Section 6.9 shall (i) have the right to manage the Business of the Company, and (ii) have all powers and rights necessary or advisable to effectuate and carry out the purposes and business of the Company and, in general, all powers permitted to be exercised by a manager under the Act. Any action or decision of the Managers shall only be made upon the approval of a majority of all Managers, unless such action or decision, requires a different method of approval under this Agreement. If approval from the Managers for such action or decision is not obtained for such action or decision in accordance with this Agreement, then the action or decision shall not be made by the Company, and the Managers shall not take any action, expend any sum, make any decision or incur any obligation (or authorize any of the same) with respect to such action or decision. The Managers may, but are not required to, refer any matter to a vote of the Members. Each Manager shall perform his or her duties as manager in good faith, in a manner the Manager reasonably believes to be in the best interests of the Company. In connection with the foregoing, the Managers are hereby authorized and empowered to act through the Managers, officers, employees and other Persons designated by the Managers in carrying out any and all of the powers and authorities that the Managers possess under this Agreement and the Act.

**Compensation and Reimbursement.** The Managers shall be paid such salaries and other compensation as may be fixed at any time and from time to time by action of the Members. Managers are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company.

**Meetings of Managers.** Meetings of the Managers may be called by any Manager. Meetings of the Managers will be held at the principal office of the Company, unless another place is fixed by action of the Managers. Notice of the date, time, and place of all meetings shall be given to each Manager at least 48 hours prior to the meeting, and it is required that each Manager shall be permitted to participate via telephone conference or other means permitted by Section 8.3. The presence of at least a majority of the Managers constitutes a quorum for any meeting of the Managers. Each Manager is entitled to one vote, and a matter submitted to a vote at a meeting of the Managers will be approved if a majority of all Managers (regardless of whether or not all Managers are present at the meeting) vote in favor of the matter.

**Signing Authority.** Each officer, employee and other Person to which the Managers delegates such authority (including to a Manager) in accordance with the terms of this Agreement is authorized, in the name and on behalf of the Company, to sign and deliver all agreements, leases, notes and other documents and instruments which are necessary, appropriate or convenient for the conduct of the Company's Business and the furtherance of its purposes.

**Officers and Delegates of the Managers.** At any time and from time to time, the Managers may appoint officers, agents or other delegates of the Company, with such powers, authority, and responsibilities as the Managers delegate to them. Any officer, agent or other delegate of the Company may be removed at any time, with or without cause, by action of the Managers, and his or her replacement, if any, may be approved by the Managers at the time of such removal. The initial officers of the Company are set forth on Schedule B.

**Deadlock.** If there is a Deadlock as to any decision or action, then the action or decision shall not be made by the Company (nor any Company subsidiary), and the Managers, officers,

agents and delegates of the Company shall not take any action, expend any sum, make any decision or incur any obligation (or authorize any of the same) with respect to such action or decision.

**Adoption of Budget and Operating Plan.** The Managers shall be responsible for preparing a proposed budget and strategic operating plan (as approved or thereafter amended by the Members, a “Budget and Operating Plan”) for each year. Each Budget and Operating Plan shall set forth for the applicable calendar year all anticipated income, operating expenses and capital and other costs and expenses of the Company and for each Company subsidiary. If any proposed Budget and Operating Plan is not approved by the Managers and the Members by December 31, then:

**Portion Approved.** Any items or portions of the proposed Budget and Operating Plan and amounts of expenses provided therein that have been so approved will become operative immediately; and

**Operating Expenses.** The Managers may cause the Company to expend, in respect of other non-capital, recurring operating expenses in any quarter of the then-current calendar year, an amount equal to the budgeted amounts for the corresponding quarter of the immediately preceding calendar year, as set forth on the last approved Budget and Operating Plan (if any); provided, however, if any contract approved as part of any prior approved Budget and Operating Plan provides for an automatic increase in costs thereunder after the beginning of the then current calendar year, then the Managers may cause the Company to expend the amount of that increase.

#### **Devotion of Time; Outside Activities.**

Each of the Managers shall devote so much time and attention to the Business of the Company as the Managers agree is appropriate. No Manager may enter into any business or investment activity that is directly or indirectly competitive with the Current Business, unless the activity was approved in advance by action of a majority of the Managers who are not Affiliated with such Manager.

## **7. MEMBERS**

**Powers of Members.** No Member who is acting solely in its, his or her capacity as a Member is authorized to act on behalf of the Company and each such Member shall not act or purport to act on behalf of the Company.

**Meetings of Members; Place of Meetings.** A meeting of Members may be called by action of the Managers or by any Member. Meetings of the Members will be held at the principal office of the Company, or at another place that is designated by the Managers and set forth in the notice of the meeting.

**Notice of Meetings.** Notice of the date, time, and place of all meetings shall be given to each Member in writing not earlier than sixty (60) days nor less than ten (10) days before the meeting date, and shall include a description of the purpose or purposes for which the meeting is called.

**Quorum and Voting.** A Member may be represented at a meeting of Members, and may vote, in person or by written proxy. The presence at a meeting of Members, in person or by proxy, of Member's holding a majority of the Membership Interests constitutes a quorum, in person or by proxy. Each Member is entitled to vote such Membership Interests. A decision submitted to a vote at a meeting of the Members will be approved if a majority of all Members of the Company voted in favor of the decision. Any action or decision of the Members shall only be made upon the approval of a majority of all Members. If a majority approval from the Members for such action or decision is not obtained, then the action or decision shall not be made by the Company, and the Member, the Managers nor any other Person shall take any action, expend any sum, make any decision or incur any obligation (or authorize any of the same) with respect to such action or decision.

**Outside Activities.** Members may engage in business and investment activities outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities; provided, however, that no Member may enter into any business or investment activity that is directly or indirectly competitive with the Current Business, unless the activity was approved in advance by action of a majority of the Managers who are not Affiliated with such Manager. No Member may use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company. For avoidance of doubt, the Members may continue to act as members of the Company, which shall not be deemed directly or indirectly competitive with the Current Business.

## **8. ACTION BY MANAGERS OR MEMBERS**

**Meetings Without Notice.** Notwithstanding any other provision of this Agreement, if a majority of the Managers, or a Members holding a majority of the Membership Interests, hold a meeting at any time or place and no Manager or Member objects to the lack of Notice, the meeting will be valid even if there was no Notice or the Notice given was insufficient, and any action taken at the meeting shall be deemed to be the action of the Managers or Members, as the case may be.

**Actions Without Meeting.** Any action required or permitted to be taken by the Managers or by the Members at a meeting may be taken without a meeting and without prior Notice if a written consent setting forth the action taken is signed by (a) all of the Managers or (b) a majority of the Members. All written consents of the Managers and Members shall be retained as part of the Company's records of meetings and may be approved via Electronic Mail.

**Meetings by Telephone.** Meetings of the Managers or Members may be held by telephone conference or by any other means of communication by which all participants can hear each other simultaneously during the meeting. If a Manager or Member participates in a meeting by conference telephone or by other means authorized by this section, the Manager or Member will be considered to be present at the meeting in person.

## 9. INDEMNIFICATION; LIMITATION OF LIABILITY.

### **Indemnification.**

(a) Except as otherwise set forth herein, the Members, Managers, Officers of the Company (each herein referred to as an “Indemnitee”) shall be indemnified, held harmless and defended by the Company (out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including reasonable attorneys’ fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which the Indemnitee may be a party or otherwise involved, or with which the Indemnitee may be threatened, by reason of any action or omission of the Indemnitee (or the Indemnitee’s employee or agent) in connection with the Business of the Company. The indemnification set forth herein shall not extend to actions or omissions of the Indemnitee which shall have been finally adjudicated (by settlement or otherwise) in any such action, suit or proceeding to have constituted actual fraud, bad faith, willful misconduct or gross negligence. The foregoing right of indemnification shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee. Any indemnification hereunder is to be made only out of the assets of the Company and no Member shall have any personal liability on account of such indemnification.

(b) The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in investigating or opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding as incurred and in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee to repay such payment if such Indemnitee shall be determined to not be entitled to indemnification therefor as provided herein; provided, however, that in such instance the Indemnitee is not commencing an action, suit, or proceeding against the Company, or defending an action, suit or proceeding commenced against such Indemnitee by the Company or any Member thereof or opposing a claim by the Company or any Member thereof arising in connection with any such potential or threatened action, suit or proceeding.

**Limitation of Liability.** Except as otherwise provided in the Act or in this Agreement, no Member or Manager shall be obligated personally for any debt, obligation or liability of the Company or of any other Person solely by reason of being a Member or Manager, whether arising in contract, tort or otherwise. No Member or Manager shall have any responsibility to contribute to the liabilities or obligations of the Company or return distributions made by the Company, except as required by the Act or other Applicable Law.

## 10. ACCOUNTING AND RECORDS

**Books of Account.** The Managers shall keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company’s Business and for the carrying out the purposes of this Agreement. At a minimum, the Managers shall maintain all records expressly required under the Act or by Applicable Law at the principal office of the Company or at the office of the Company’s attorney. Each Member shall have access to all such

books and records at all times during the Company's regular business hours, upon reasonable prior written Notice to the Managers.

**Fiscal Year.** The fiscal year of the Company shall be the calendar year.

**Accounting Reports.** Within ninety (90) days after the close of each fiscal year, the Managers shall deliver to each Member unaudited financial statements of the Company for the preceding fiscal year.

**Tax Returns.** The Managers shall prepare and file or cause to be prepared and filed all required federal, state, and local income tax returns and other tax returns on a timely basis. Within 90 days after the end of each fiscal year, the Managers shall deliver to each Member a Schedule K-1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Member during such fiscal year.

**Tax Matters Partner.** The tax matters partner shall be the Member designated as such by the Managers.

**Bank Accounts.** All funds of the Company shall be deposited in its name in an account or accounts with such bank or banks as shall be designated by the Managers. All withdrawals and disbursements therefrom are to be made upon written bank instruments and only by those Persons authorized to do so by the Managers.

**Method of Accounting.** The books and accounts of the Company shall be maintained using such methods and principles of accounting for both financial reporting and tax purposes as determined by the Managers from time to time. Initially, the financial statements of the Company shall be reported in accordance with U.S. generally accepted accounting principles.

## 11. DISSOCIATION AND DISSOLUTION

**Withdrawal.** A Member may not withdraw from the Company without the approval of the Managers, in their sole discretion.

**Events of Dissolution.** The Company will dissolve upon the first to occur of any of the following (any such event, an "Event of Dissolution"): the death, incompetence, bankruptcy, or dissolution of all of the Members; approval of a dissolution of the Company by majority action of the Members; at such time as the Company has no Members; or the occurrence of any circumstance which, by Applicable Law, would require that the Company be dissolved or liquidated.

## 12. WINDING UP AND LIQUIDATION

**Liquidation Upon Dissolution.** Upon the dissolution of the Company following an Event of Dissolution, the Managers shall wind up the affairs of the Company. If the affairs of the Company are wound up, the Managers shall take a full account of the assets and liabilities of the Company, and the assets and properties of the Company shall be liquidated as promptly as is consistent with obtaining a reasonable value thereof. Following such liquidation of the assets

and properties of the Company, the proceeds thereof shall be applied and distributed in the following order of priority:

**12.1.1** To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by Applicable Law, liabilities and obligations owed to Members as creditors (except liabilities for unpaid distributions);

**12.1.2** To any Reserves set up for contingent or unliquidated liabilities or obligations of the Company deemed reasonably necessary by the Managers, which Reserves may be paid over to an escrow agent by the Managers to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the Members as provided below; and

**12.1.3** To the Members in accordance with Section 5.2

**Distribution of Property in Kind.** With approval of the Members, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind will be valued and treated for the Company's accounting purposes, in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), as though the property distributed had been sold at fair market value on the date of distribution. If property is distributed in kind, the difference between the fair market value of the property and its adjusted tax basis will, solely for the Company's accounting purposes and to adjust the Members' Capital Accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to the Members' Capital Accounts in the manner specified in the section of this Agreement relating to Capital Accounts.

**Negative Capital Accounts.** If any Member has a negative balance in the Member's Capital Account upon liquidation of the Company, such Member will have no obligation to make any Capital Contribution to the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

### **13. TRANSFER OF MEMBERS' INTERESTS**

**General Restrictions.** No Member may Transfer all or any part of such Member's Membership Interest unless pursuant to a Permitted Transfer that complies with the terms set forth in Section 13.3 or pursuant to a sale in accordance with Section 13.4 and Section 13.5. Any purported Transfer of a Membership Interest or a part of a Membership Interest in violation of the terms of this Agreement will be null and void and of no effect.

**Securities Law Restrictions.** Each Member acknowledges that the Membership Interest of such Member in the Company has not been registered under the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the "Securities Act") or any other applicable securities laws in reliance upon exemptions from registration and that the resale or other Transfer of Membership Interests is restricted by applicable provisions of the Securities Act and any other applicable securities laws. Each Member agrees that notwithstanding any other provision of this Agreement, no Membership Interest may be offered for sale, sold, transferred, pledged, or otherwise disposed of by a Member in the absence of an effective registration statement under the Securities Act and any other applicable securities laws or an

opinion of counsel satisfactory to the Managers that registration under the Securities Act and other applicable securities laws is not required, if such opinion is requested by the Company.

**Permitted Transfers.** A Member may Transfer all or a part such Member's Membership Interests pursuant to a Permitted Transfer, and a Permitted Transfer shall not require compliance with Section 13.4 and Section 13.5; provided, that the Transferee shall not be admitted as a Member of the Company until such Person complies with the terms set forth in Section 3.2.2. A "Permitted Transfer" means any of the following: (i) a Transfer of any Membership Interests made by a Member to his or her spouse, sibling or lineal descendant or ancestor (including by adoption), or to a trust for the exclusive benefit of the Member or the Member's spouse, sibling or lineal descendant or ancestor (including by adoption); (ii) a Transfer of Membership Interests made by a Member to an Affiliate of the Member; or (iii) a Transfer of Membership Interests expressly permitted by, and that is made in accordance with, the terms of this Agreement.

### **Right of First Offer.**

#### **13.4.1 Tender of ROFO.**

(a) Subject to the terms and conditions specified in this Section 13.4.1, each Member shall have a right of first offer if any other Member (the "Offering Member") proposes to sell any Membership Interests (the "Offered Interests") owned by it to any Independent Third Party. Each time the Offering Member proposes to Transfer any Offered Interests (other than Transfers permitted according to the terms set forth in Section 13.3), the Offering Member shall first make an offering of the Offered Interests to the other Members in accordance with the terms of this Section 13.4.1.

(b) The Offering Member shall provide written Notice (the "Offering Member Notice") to the Company and the other Members stating its bona fide intention to Transfer the Offered Interests and specifying the amount of Offered Interests and the material terms and conditions, including the price, pursuant to which the Offering Member proposes to Transfer the Offered Interests. The Offering Member Notice shall constitute the Offering Member's offer to Transfer the Offered Interests to the other Members, which offer shall be irrevocable for a period of 20 days (the "ROFO Notice Period"). By delivering the Offering Member Notice, the Offering Member represents and warrants to the Company and each other Member that: (x) the Offering Member has full right, title and interest in and to the Offered Interests; (y) the Offering Member has all the necessary power and authority and has taken all necessary action to sell such Offered Interests as contemplated by this Section 13.4.1; and (z) the Offered Interests are free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(c) Upon receipt of the Offering Member Notice, each Member shall have until the end of the ROFO Notice Period to offer to purchase all (but not less than all) of the Offered Interests by delivering a written Notice (a "ROFO Offer Notice") to the Offering Member and the Company stating that it offers to purchase such Offered Interests on the terms specified in the Offering Member Notice (each Member who delivers a ROFO Offer Notice, a "Purchasing Member"). Any ROFO Offer Notice so delivered shall be binding upon delivery and irrevocable by the applicable Member. If there is more than one Purchasing Member, each Purchasing Member shall be allocated the number of the Offered Interests equal to the Offered

Interests *multiplied* by the product of (x) the number of Units owned by such Purchasing Member over (y) the total number of Units owned by all Purchasing Members. Each Member that does not deliver a ROFO Offer Notice during the ROFO Notice Period shall be deemed to have waived all of such Member's rights to purchase the Offered Interests under this Section 13.4.1, and if no Member delivers a ROFO Offer Notice, the Offering Member shall be free to Transfer the Offered Interests to any Independent Third Party, in accordance with this Section 13.4.1.

(d) Each Member shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 13.4.1, including entering into agreements and delivering certificates and instruments and consents.

### **Tag-Along Right.**

**13.5.1 Participation.** In the event a Member (such Member(s) are referred to in this Section 13.5 as the “Selling Members”) proposes to Transfer one or more Units in the Company to a bona fide third party purchaser, and such Selling Member has complied with the terms set forth in Section 13.4, then each Member (each, a “Tag-along Member”) shall be permitted to participate in such sale of any Units remaining after the offer of such Units to the Company and the Members specified in Section 13.4 (a “Tag-along Sale”) on the terms and conditions set forth in this Section 13.5.

**13.5.2 Sale Notice.** Prior to the consummation of the Tag-along Sale described in Section 13.5.1, the Selling Members shall deliver to the Company and each Tag-along Member a written notice (a “Sale Notice”) of the proposed sale subject to this Section 13.5 no more than 10 days after the execution and delivery by all the parties thereto of the definitive agreement entered into with respect to the Tag-along Sale and, in any event, no later than 20 days prior to the closing date of the Tag-along Sale. The Tag-along Notice shall make reference to the Tag-along Members’ rights hereunder and shall include all information required to be included in the ROFO Notice.

### **13.5.3 Interest to be Sold.**

(i) Each Tag-along Member shall exercise its right to participate in a Transfer of Units in the Company by the Selling Member subject to this Section 13.5 by delivering to the Selling Member a written notice (a “Tag-along Notice”) stating its election to do so and specifying the Units to be sold by it no later than 5 business days after receipt of the Sale Notice (the “Tag-along Period”). The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to Transfer in the proposed sale on the terms and conditions set forth in this Section 13.5. Each Tag-along Member shall have the right to participate in a sale subject to this Section 13.5.

(ii) The Selling Member shall use its commercially reasonable efforts to include in the proposed sale all of the Units in the Company that the Tag-along Members have requested to have included pursuant to the applicable Tag-along Notices, it being understood that the third-party purchaser shall not be required to purchase Units in excess of the number set forth in the Sale Notice. In the event the third party purchaser elects to purchase less than all of the

Units sought to be sold by the Tag-along Members, the Units to be sold to the third party purchaser by the Selling Member and each Tag-along Member shall be reduced so that each such Member is entitled to sell at least its pro rata portion of the Units the third party purchaser elects to purchase (which in no event may be less than that set forth in the Sale Notice) based on the number of Units held by each such Member to the number of Units held by each Tag-along Member and the Selling Member, with any remaining Units allocated pro rata among such Members in the same manner.

(iii) Each Tag-along Member who does not deliver a Tag-along Notice in compliance with clause (i) above shall be deemed to have waived all of such Tag-along Member's rights to participate in such sale, and the Selling Member shall (subject to the rights of any participating Tag-along Member) thereafter be free to sell to the third party purchaser its Units at a price that is no greater than the price set forth in the Sale Notice and on other same terms and conditions which are not materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

**13.5.4 Consideration.** Each Member participating in a sale pursuant to this Section 13.5 shall receive the same consideration pro rata in proportion to the Units being sold (regardless of class or series of Units being sold) after deduction of such Member's proportionate share of the related expenses in accordance with Section 13.5.6 below.

**13.5.5 Conditions of Sale.** Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Selling Member, the Tag-along Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); *provided*, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each other Tag-along Member severally and not jointly and any indemnification obligation in respect of breaches of representations and warranties that do not relate to such Tag-along Member shall be in an amount not to exceed the aggregate proceeds received by such Tag-along Member in connection with any sale consummated pursuant to this Section 13.5.

**13.5.6 Expenses.** The fees and expenses of the Tag-along Member and the Selling Member incurred in connection with a sale under this Section 13.5 and for the benefit of the Selling Member and all Tag-along Members (it being understood that costs incurred by or on behalf of the Selling Member for their exclusive benefit will not be considered to be for the benefit of all such Members), to the extent not paid or reimbursed by the Company or the third party purchaser, shall be shared by the Tag-along Members and all the Selling Members on a pro rata basis, based on the consideration received by each such Member; *provided*, that no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the transaction consummated pursuant to this Section 13.5.

**13.5.7 Cooperation.** Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member.

**13.5.8 Deadline for Completion of Sale.** The Selling Member shall have 60 days following the expiration of the Tag-along Period in which to sell the Units described in the Sale Notice, on terms not more favorable to the Selling Member than those set forth in the Sale Notice (which such 60-day period may be extended for a reasonable time not to exceed 90 days to the extent reasonably necessary to obtain any regulatory approvals). If at the end of such period the Selling Member has not completed such sale, the Selling Member may not then effect a sale of its Units subject to this Section 13.5 without again fully complying with the provisions of Section 13.4 this Section 13.5.

**Sales in Violation of the Right of First Offer or Tag-along Right.**

(a) If any Member becomes obligated to sell any Units to the Company or any other Member under Section 13.4 and fails to deliver such Units in accordance with the terms of Section 13.4, the Company and/or such Members may, at the Company's or such Member's option, in addition to all other remedies, send to such Member the purchase price for such Units as is specified under Section 13.4 and transfer to the name of the Company or such Member (or request that the Company effect such transfer in the name of a Member) on the Company's books, such Units.

(b) If the Selling Member sells or otherwise Transfers to the third party purchaser any of its Units in breach of Section 13.5, then each Tag-along Member shall have the right to Transfer to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the Units that such Tag-along Member would have had the right to Transfer to the third party purchaser pursuant to Section 13.5, for an amount and form of consideration and upon the term and conditions on which the third party purchaser bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; *provided*, that nothing contained in this Section 13.6 shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of Section 13.5. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this Section 13.6.

**Drag Along Right.** In the event that owners of at least 65% (sixty-five per cent) of all outstanding Membership Interests entitled to vote, and the Managers, approve the sale of at least 65% (sixty-five per cent) of the then outstanding Units (a "Sale of the Company"), then each Member (i) hereby agrees to vote (in person, by proxy or by action by written consent, as applicable) all Units now or hereafter directly or indirectly owned of record or beneficially by such Member in favor of, and adopt, such Sale of the Company and to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company in order to carry out the terms and provision of this Section 13.7, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, Unit certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents and (ii) and not to take any action in opposition to the execution of such Sale of the Company or that could delay or impair the ability to consummate such Sale of the Company, including the

exercise of appraisal rights. The obligation of any party to take the actions required by this Section 13.7 shall not apply to a Sale of the Company where the other party involved in such Sale of the Company is a Member or an Affiliate of a Member holding more than 10% of the Units.

**Exceptions to Drag Along Right.** Notwithstanding the foregoing, a Member will not be required to comply with Section 13.7 above in connection with any proposed Sale of the Company unless:

**13.8.1** Any representations and warranties to be made by such Member in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units, including but not limited to representations and warranties that (i) the Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Member have been duly executed by the Member and delivered to the acquirer and are enforceable against the Member in accordance with their respective terms and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Member's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

**13.8.2** The Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Sale of the Company, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members);

**13.8.3** The liability for indemnification, if any, of such Member in the Sale of the Company and for the inaccuracy of any representations and warranties made by the Company or its Member in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Member in connection with such Sale of the Company;

**13.8.4** Liability shall be limited to such Member's applicable Units (determined based on the respective proceeds payable to each Member in connection with such Sale of the Company in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration otherwise payable to such Member in connection with such Sale of the Company, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member; and

**13.8.5** Upon the consummation of the Sale of the Company, each Member will receive the same form of consideration for their Units of such class or series as is received by other Members in respect of their Units.

## 14. CONFIDENTIALITY

**Confidentiality.** Each Member agrees not to, at any time, either during the period or any time thereafter that it is a Member of the Company, divulge, publish or in any other manner reveal, directly or indirectly, to any Person other than to an equity holder, director, manager, officer, employee, agent or legal or financial advisor of such Member, and keep in the strictest confidence any Confidential Information, except: (i) as may be necessary to the performance of such Member's duties on behalf of the Company hereunder; (ii) with the express written consent of a majority of the Managers; (iii) to the extent that any such information is in or becomes part of the public domain other than as a result of such Member's breach of any of its obligations hereunder; or (iv) where required to be disclosed by law or by court order, subpoena or other government process and, in such event, such Member shall cooperate with the Company in attempting to keep such information confidential.

## 15. MISCELLANEOUS PROVISIONS

**Amendment.** This Agreement may be amended or repealed only by majority written consent of the Managers.

**Binding Effect.** The provisions of this Agreement will be binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. This Section 16.2 shall not be construed as a modification of any restriction on Transfer set forth in this Agreement.

**Notice.** Except as otherwise provided in other sections of this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed either by certified mail, return receipt requested, with postage prepaid or by e-mail mail. Notices addressed to a Member shall be addressed to the Member's address listed on the signature page hereto, or if there is no such address listed for a Member, the address or e-mail address of the Member shown on the records of the Company. Notices addressed to the Company or a Manager shall be addressed to the principal office of the Company. The address of a Member, the Company, or a Manager to which notices or other communications are to be mailed or e-mailed may be changed from time to time by the Member's, the Company's, or the Manager's giving written notice to the Members, the Company, and the Managers. All notices and other communications will be deemed to be sent at the expiration of three days after the date of mailing if sent by certified mail and when sent, if sent by electronic mail if during the regular business hours of the recipient or the next day if sent by electronic mail outside regular business hours of the recipient.

**Additional Documents.** Each Member shall execute such additional documents and take such actions as are reasonably requested by the Managers in order to complete or confirm the transactions contemplated by this Agreement.

**Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or by other electronic means (such as PDF attachment) shall be treated as an original document.

**Governing Law.** The laws of the State of Delaware will govern all questions concerning the relative rights of the parties hereto and all other questions concerning the construction, validity and interpretation of this Agreement and the exhibits hereto, without giving effect to the application of the principles pertaining to conflicts of laws.

**Dispute Resolution; Waiver of Jury Trial.** Each party (a) hereby irrevocably and unconditionally submits to the jurisdiction of the federal or state courts located in Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal or state courts located in Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this agreement. Each of the parties hereto hereby (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this agreement, by, among other things, the mutual waivers and certifications in this section.

**Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any jurisdiction, that provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Agreement; the remaining provisions of this Agreement shall remain in full force and shall, not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and in the place of the illegal, invalid, or unenforceable provision, a legal, valid, and enforceable provision that is as similar to the illegal, invalid, or unenforceable provision as possible shall be inserted into this Agreement.

**Third-Party Beneficiaries.** The provisions of this Agreement are intended solely for the benefit of the Members and Managers and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by Applicable Law.

**Member Investment Representations.** Each Member hereby represents and warrants to the Company, the Managers and each other Member that (i) such Member has the full power and authority to enter into this Agreement, (ii) such Member has acquired its Units for itself for investment purposes only, and not with a view to any resale or distribution of such Units, (iii) such Member has been advised and understands that such Units have not been and may not be registered under the Securities Act or any applicable state securities laws and, therefore, cannot be resold unless such Units are registered under the Securities Act and all applicable state securities laws, or unless exemptions from registration are available, (iv) such Member has been advised to seek its own legal, tax and investment advice with respect to an investment in the

Units, (v) such Member is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, where applicable, (vi) such Member is an investor in securities of companies of a similar risk profile to that of the Company and acknowledges that it is able to fend for itself, can bear the economic risk of its investment (including the complete loss of the investment), and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Units, (vii) none of the “bad actor” disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act (a “Disqualification Event”) is applicable to such Member or any of the Member’s Rule 506(d) Related Parties (other than, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable)(a “Rule 506(d) Related Party” shall mean with respect to the Member, any other Person that is a manager, director, officer, or employee of such Member, or a beneficial owner of at least 20% of the Company’s securities), (viii) neither such Member nor any of its officers, directors, employees, agents, members, managers, or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation with respect to the offer and sale of the Units, or (b) published any advertisement in connection with the offer and sale of the Units (including any mention as to such offer and sale of Units through social media) and (ix) if such Member is an individual, then such Member resides in the state identified in the address of the Member set forth on its signature page hereto or Schedule A and if such Member is a partnership, corporation, limited liability company or other entity, then such Member resides where its principal place of business, as identified in the address of such Member set forth on its signature page hereto or Schedule A, is located.

15.11 Foreign Members. If a Member is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code)(a “U.S. Person”), the Member hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with this Agreement and the transactions contemplated hereby, including (i) the legal requirements within its jurisdiction for the purchase of the Units, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Units. The Member’s subscription and continued beneficial ownership of the Units will not violate any applicable securities or other laws of the Member’s jurisdiction. If the Member is not a U.S. Person, (a) the Units are not being purchased for the account or the benefit of a U.S. Person, (b) at the time the buy order for the Units was originated, he or she was outside the United States in accordance with Regulation S, promulgated under the Securities Act, (c) he or she did not and will not enter into any discussions regarding the acquisition of the Units, and is not acquiring the Units, while in the United States (except as permitted under Regulation S), and (d) any resale of the Units must be made in accordance with Regulation S, as promulgated under the Securities Act.

**No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

**Interpretation.** All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors and assigns may require. The article and section headings contained, in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular Article or Section of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**15.14.1 Remedies.** Each party hereto recognizes and agrees that the violation of any term, provision or condition of this Agreement may cause irreparable damage to the other parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief including, but not limited to, the remedy of specific performance.

**Entire Agreement.** This Agreement and the Charter sets forth all the promises, covenants, agreement, conditions and understandings between the parties hereto, respecting the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, except as herein contained.

**Attorneys’ Fees and Costs.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement.

*[Remainder of Page Intentionally Omitted]*

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


**COMPANY:**


**Fiweex LLC**

By:   
Print Name: Esteban Manuel Torres Figueredo  
Title: Manager & CEO  
Address: [Rca Francesa 878; Asun / Py]  
Electronic Mail: [esteban@fiweex.com]

By:   
Print Name: Enrique Santacruz  
Title: Manager & CCO  
Address: [Calle Sargento Martinez 278; Asun / Py]  
Electronic Mail: [enrique@fiweex.com]

**MEMBERS:**

By:   
Print Name: Esteban Manuel Torres Figueredo  
Address: [Rca Francesa 878; Asun / Py]  
Electronic Mail: [esteban@fiweex.com]

By:   
Print Name: Enrique Santacruz  
Address: [[Calle Sargento Martinez 278; Asun / Py]  
Electronic Mail: [enrique@fiweex.com]

By: \_\_\_\_\_  
Print Name: Alexandre Toniolo  
Address: [Boggiani 7161; Asun / Py]  
Electronic Mail: [alexandre.toniolo@gmail.com ]

By: \_\_\_\_\_  
Print Name: Alex Bryant Ruiz  
Address: [Mountain View, CA]  
Electronic Mail: [alexruiz@gmail.com ]

By: \_\_\_\_\_  
Print Name: Roque Ardisonne  
Address: [Araujo Miño 107]  
Electronic Mail: [rardissone@tecnoedil.com.py ]

By: \_\_\_\_\_  
Name: Markhel SA  
Print Name: [\_Cristian Alberto Cibils Wilson  
Smith\_]   
Title: [Legal Representative]

**EXHIBIT A**  
**JOINDER OF MEMBER TO**  
**FIWEEX LLC**  
**LIMITED LIABILITY COMPANY AGREEMENT**

By affixing his, her or its, as applicable, signature hereto, the undersigned, as a Member of Fiweex LLC, a Delaware limited liability company (the "Company"), hereby joins in the execution of the Fiweex LLC Company Agreement (the "Operating Agreement"), executed by the Company and its Members (as defined in the Operating Agreement), as amended from time to time. Upon acceptance of this Joinder by the Company, the undersigned shall be a party to the Operating Agreement.

The execution of this Joinder shall be a counterpart execution of the Operating Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this \_\_ day of \_\_\_\_\_, 20\_\_.

**If Member Is a Business Entity**

\_\_\_\_\_  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**If Member is an Individual:**

Signature: \_\_\_\_\_  
Individually  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Individual Bound as "Principal"  
and "Member" to Operating Agreement

Signature: \_\_\_\_\_  
Individually  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**

**CAPITAL ACCOUNTS TABLE**

<b>Member</b>	<b>Units</b>	<b>Class</b>	<b>Percentage Interest</b>
Esteban Manuel Torres Figueredo	307.800	Fundadoras	38,475%
Enrique Santacruz	273.600	Fundadoras	34,2%
Alexandre Toniolo	80.400	Preferidas Serie A	10,05%
Alex Bryant Ruiz	46.200	Preferidas Serie A	5,775%
Roque Ardisonne	16.000	Preferidas Serie A	2%
Markhel SA	40.000	Preferidas Serie A	5%
Pool Option	36.000	Ordinarias	4,5
<b>TOTAL</b>	<b>800.000</b>		<b>100.00%</b>

**SCHEDULE B**

**INITIAL MANAGERS**

Esteban Manuel Torres Figueredo

Enrique Santacruz