

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ESHU MEDIA, CO.

This **Operating Agreement** (the "Agreement") is made and entered into as of **04-APRIL-2025**, by and between **Kay_Jee** (the "Sole Owner" or "Manager") and **Eshu Media, Co.** (the "Company"), a limited liability company organized under the laws of the Commonwealth of Redmont.

ARTICLE I: FORMATION AND PURPOSE

1.1 Formation: The Company is organized as a limited liability company according to the laws of the Commonwealth of Redmont.

1.2 Formation Date: The Company was first created in-game, on the 25th of March, 2025, upon execution of the following command: `/db create Eshu`

1.3 Name: The name of the Company shall be **Eshu Media, Co.**

1.4 Principal Office: The principal office of the Company shall be located at **c267:vm-044**, Reveille, Redmont.

1.5 Purpose: The Company is a news media entity. The purpose of the Company is to provide impartial news, investigations, and community resources.

ARTICLE II: OWNERSHIP AND MANAGEMENT

2.1 Ownership:

(a) The Company is solely owned by **Kay_Jee**, who holds a 100% ownership interest in the Company.

2.2 Management Structure:

(a) The Company shall be **manager-managed**, with **Kay_Jee** designated as the sole Manager.

(b) The Manager shall have full authority to manage and operate the Company, including but not limited to making business decisions, entering into contracts, and delegating responsibilities as outlined in this Agreement.

2.3 Delegation of Responsibilities:

(a) The Sole Owner reserves the right to delegate business decision-making responsibilities to any employee of the Company through:

- (i) A written employment contract;
 - (ii) An amendment to this Operating Agreement; or
 - (iii) Any other written formal agreement specifying such delegation.
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ARTICLE III: CAPITAL CONTRIBUTIONS

3.1 Initial Contributions:

(a) The Sole Owner has contributed the following initial capital to the Company:
Kay_Jee: \$5000.

3.2 Additional Contributions:

(a) The Sole Owner may, at their discretion, make additional capital contributions to the Company as needed.

ARTICLE IV: PROFIT AND LOSS DISTRIBUTION

4.1 Profit Distribution:

- (a) All profits of the Company shall be distributed to the Sole Owner.
- (b) The Sole Owner may, at their discretion, distribute the profits of the Company as deemed appropriate, with no set limitations.
- (c) The specifics of such distributions, including any allocations to employees, shall be outlined in their respective employment contracts.

4.2 Loss Allocation:

- (a) The Sole Owner shall bear all losses of the Company, except in instances where the wrongful conduct of an employee is the sole and direct cause of such losses.
 - (b) In cases of employee wrongful conduct, the employee responsible shall bear a portion of the losses, as outlined in their employment contract.
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ARTICLE V: TRANSFER OF OWNERSHIP

5.1 Transfer Restrictions:

- (a) The Company shall remain solely owned by **Kay_Jee** until such time as the Sole Owner chooses to transfer part or all of the ownership interest to another entity of their choosing.
 - (b) Any transfer of ownership interest shall be documented in writing and shall comply with the laws of the Commonwealth of Redmont.
 - (c) Intellectual property rights (e.g., trademarks, copyrights) shall not be transferred separately from ownership interests without explicit written agreement per Section 4 of the Intellectual Property Act.
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ARTICLE VI: INTELLECTUAL PROPERTY

6.1 Ownership:

- (a) All original works created by employees within the scope of employment shall be the exclusive property of Eshu Media, Co. Automatic copyright protection applies for six (6) months from creation under Section 3 of the **Intellectual Property Act (IP Act)**, provided tangible proof of creation exists.

6.2 Trademarks:

- (a) The Company's name, logo, and branding materials are protected marks. Unauthorized use by third parties constitutes a breach under Section 4 of the IP Act.

6.3 Employee Obligations:

- (a) Employees must archive draft versions of articles (e.g., Google Docs timestamps) to prove copyright ownership under Section 3 of the IP Act.
 - (b) Use of third-party materials must comply with fair use standards (Section 8 of the IP Act) for criticism, commentary, or news reporting.
 - (i) When citing third-party materials, attribute sources as: '[Source] (used under Fair Use, Intellectual Property Act §8).'
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ARTICLE VII: INDEMNIFICATION

7.1 Indemnification of Employees:

- (a) The Company shall indemnify and hold harmless all employees from any claims, liabilities, damages, or expenses arising from wrongful actions taken by the Company, provided that such actions were taken under the direction of the Sole Owner or in accordance with delegated responsibilities.
 - (b) This indemnification shall not apply to:
 - (i) Actions outside the scope of employment;
 - (ii) Breaches of whistleblower confidentiality under Section 2(3) of the Whistleblowers Act (unauthorized disclosure of sources);
 - (iii) Willful infringement of intellectual property rights.
 - (iv) Other violations of applicable laws;
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ARTICLE VIII: WHISTLEBLOWER PROTECTIONS

8.1 Confidentiality:

- (a) Employees receiving whistleblower information must:
 - (i) Immediately notify the Manager;
 - (ii) Store documents securely;
 - (iii) Never disclose the source's identity, per Section 2(2) of the Whistleblowers Act.
- (b) Violations of anonymity may result in termination and employee liability for fines up to \$2,000 under Section 2(3) of the Whistleblowers Act.

8.2 Non-Retaliation:

- (a) The Company shall not retaliate against employees who report misconduct in good faith.
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ARTICLE IX: DISPUTE RESOLUTION

9.1 Mediation and Arbitration:

- (a) Any disputes arising under this Agreement shall first be resolved through mediation.
 - (b) If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the laws of the Commonwealth of Redmont.
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ARTICLE X: MISCELLANEOUS

10.1 Amendments:

- (a) The Sole Owner may amend this Agreement at any time if deemed necessary.
- (b) Material amendments must be disclosed to the Department of Commerce and any other relevant parties

10.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Redmont.

10.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

SOLE OWNER AND MANAGER:

Kay_Jee

Signature:

A handwritten signature in black ink that reads "Kay Jee". The signature is written in a cursive style with a large, sweeping initial "K" and a horizontal line underlining the name.

Date: 04-APRIL-2025