

Certificate of Formation & Operating Agreement

Inov8 Software Solutions LLC

1. Company Identity

(a) Registered Name: The registered, legal name of the entity is **Inov8 Software Solutions LLC** (Hereinafter referred to as the “Company”)
(b) In-Game Name: The in-game name for the entity shall be **Inov8**
(c) Incorporator: The sole incorporator of the entity is **EmmDubz**
(d) Purpose: The Company is to produce public benefit software solutions, however may engage in any lawful act or activity for which LLCs may be organised for.
(e) Non-Profit: The Company shall maintain its non-profit identity at all times, meaning that revenue and earnings shall not be distributed to its members, managers, or officers. All transactions will be made at arms length.

2. Ownership & Management

(a) Structure: The Company is a member-based Limited Liability Company
(b) Management: The Company shall be Member-Managed
(c) Voting Rights: Each member possesses equal voting power. Quorum for any resolution shall be 50% of Members, unless otherwise stated in the Company Bylaws. Stated abstention counts toward the Quorum.

3. Capital Contributions

(a) Initial Contribution: Initial Members are not required to contribute capital to the Company.
(b) Additional Contributions: Members will not be required to make additional capital contributions.

4. Profit & Loss Distribution

(a) Non-Distribution: The Company will not distribute profits, dividends, or losses to its members.
(b) All revenues generated under the Company shall be entirely reinvested into the Company

5. Transfer of Membership

(a) Admittance: New Members shall be admitted to the Company through a vote requiring a majority vote of a Quorum of Members. Membership is established once the Member Register in the Company Docket is updated
(b) Resignation and Removal: A Member may resign at any time by submitting written notice to EmmDubz or Company wide channels, i.e. on discord. A Member may also be removed for cause by a majority vote of the remaining members, including for inactivity of more than 30 days.
(c) Transferability: Membership interests may not be transferred

6. Amendments

(a) This Certificate of Formation may be amended by a resolution of the Members
(b) Any amendment requires a majority of voted members in favour

7. Bylaws

(a) The Members may adopt Bylaws to regulate the internal affairs of the Company, provided such an authority is delegated herein
(b) In the case of conflict between Bylaws and this Certificate of Formation, this Certificate of Formation shall prevail.

8. Dissolution

(a) The Company may be dissolved by a resolution, followed by a majority vote of members in favour
(b) Upon windup and dissolution, the Company shall pay all debts and creditors, with any remaining funds being returned to donors where applicable.