

## OPERATING AGREEMENT OF INNOCENTGIRL

This Operating Agreement (the "Agreement") is made and entered into effective as of the date of its execution by the sole member, by and among the member(s) of InnocentGirl (the "Company"), a business organized as a limited liability company and existing under the laws of the Commonwealth of Redmont.

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### 1. OWNERSHIP AND MANAGEMENT

**1.1 Ownership Interests:** The sole member of the Company is MrEntomology, who shall own 100% of the ownership interests in the Company. No other individuals or entities shall hold any ownership interest unless this Agreement is amended accordingly.

**1.2 Voting Rights:** As the sole member, MrEntomology holds exclusive voting rights on all Company matters. In the event additional members are admitted, voting rights shall be proportional to ownership interests unless otherwise specified in an amended agreement.

**1.3 Management Structure:** The Company shall be managed by its members (member-managed). MrEntomology shall have full authority to manage and control the affairs and operations of the Company, including the power to bind the Company by contract.

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### 2. CAPITAL CONTRIBUTIONS

**2.1 Initial Contributions:** MrEntomology has contributed capital to the Company as determined sufficient to commence operations.

**2.2 Additional Contributions:** No member shall be required to make additional capital contributions. However, should additional capital be necessary, contributions may be made voluntarily by MrEntomology or other admitted members, subject to mutual agreement and/or amendment of this Agreement.

**2.3 Consequences of Non-Contribution:** If a member (upon future admission) agrees to a capital contribution and fails to deliver, they shall forfeit any rights tied to the proposed increase in ownership or voting power and may be subject to removal, pending member vote.

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### 3. PROFIT AND LOSS DISTRIBUTION

**3.1 Allocations:** All profits and losses of the Company shall be allocated to MrEntomology as the sole member. Should additional members be admitted, profit and loss distribution shall be in proportion to ownership interests unless otherwise agreed.

**3.2 Distributions:** Distributions shall be made at the discretion of MrEntomology, subject to availability of funds and the operational needs of the Company.

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#### **4. TRANSFER OF OWNERSHIP**

**4.1 Restrictions on Transfers:** No member may transfer any portion of their ownership interest without prior written consent of a majority in interest of all members. As MrEntomology is the sole member, no transfer shall occur without their consent.

**4.2 Right of First Refusal:** Before any ownership interest may be transferred to a third party, the Company or remaining members (if any) shall have the right of first refusal to purchase the interest on like terms.

**4.3 Admission of New Members:** New members may be admitted only upon unanimous consent of the existing members and upon execution of a written agreement to be bound by the terms of this Agreement.

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#### **5. DISPUTE RESOLUTION**

**5.1 Mediation and Arbitration:** In the event of any dispute arising under or relating to this Agreement or the operation of the Company, the parties agree first to attempt to resolve the dispute through informal discussion and mediation.

**5.2 Binding Arbitration:** If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the laws of the Commonwealth of Redmont and under any applicable server rules or legal standards. The decision of the arbitrator shall be final and enforceable.

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IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the effective date.

**Executed by:**

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MrEntomology, Sole Member

Date: 2 June 2025