

OPERATING AGREEMENT OF THE CLEARING HOUSE

This Operating Agreement (the “Agreement”) is made and entered into on March 2 by and among the Members of The Clearing House, a limited liability company organized under the laws of Redmont (the “Company”).

1. BASIC INFORMATION

1.1 Business Name:

The Clearing House

1.2 Principal Office:

c243

1.3 Date of Agreement:

March 2

1.4 Members:

- Nimq_ – Managing Member

2. MEMBERSHIP STRUCTURE

2.1 Membership & Ownership Interests

The Members hold ownership interests in the Company in accordance with their respective capital contributions, roles, and the agreed-upon percentages.

2.2 Decision-Making Process

a. Authority: The Managing Member has the final authority on matters related to strategic direction and regulatory compliance.

b. Input: All Members are entitled to offer input on daily operational matters.

c. Voting:

- Unanimous consent is required for any decision affecting the Company's ownership structure.

- A majority vote (51% or more) is necessary for decisions involving financial allocations, expansion initiatives, and significant operational changes.

2.3 Transferability of Interests

No Member may transfer their ownership interest without the written consent of all other Members. In the event of resignation, or expulsion, the departing Member's interest shall first be offered to the existing Members before any external sale.

3. PROFIT DISTRIBUTION

3.1 Profit Allocation

Profits (and losses) shall be allocated and distributed quarterly in proportion to each Member's ownership interest, unless the Members unanimously agree otherwise.

3.2 Reinvestment

A designated percentage of profits may be reinvested into the Company as determined by the Managing Member and approved by a majority vote.

3.3 Financial Reporting

Quarterly financial reports detailing profit distributions and allocations shall be provided to all Members to ensure transparency and accountability.

4. REGULATORY COMPLIANCE

The Company shall comply with all applicable laws, rules, and regulations governing clearing houses and financial institutions. Each Member is responsible for ensuring internal controls meet regulatory standards, and the Company shall fully cooperate with any regulatory audits or inquiries.

5. DISPUTE RESOLUTION

5.1 Mediation and Arbitration

Any dispute arising from or related to this Agreement shall first be addressed via mediation by an independent mediator agreed upon by the Members. If mediation proves unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the commercial arbitration laws of Redmont.

5.2 Waiver of Litigation

The Members agree to waive court proceedings in favor of the mediation and arbitration processes outlined above, except in the event arbitration fails to yield a resolution.

6. AMENDMENTS TO THE AGREEMENT

This Agreement may only be amended with the unanimous vote of all Members. Proposed amendments must be submitted in writing at least seven (7) days prior to the meeting at which the amendment is to be considered and must be signed by every Member to become effective.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Redmont. All legal proceedings arising from this Agreement shall be exclusively conducted within the jurisdiction of Redmont.

8. INDEMNIFICATION

8.1

The Company shall indemnify and hold harmless its Managers, Members, employees, and agents from any expenses, liabilities, or claims incurred as a result of actions taken in good faith on behalf of the Company.

8.2

No Member shall be personally liable for the debts or obligations of the Company beyond their respective capital contributions.

8.3

The Company may obtain and maintain liability insurance to cover potential legal risks and liabilities.

9. MISCELLANEOUS

9.1 Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.2 Confidentiality

All Members agree that sensitive Company information, including business strategies, financial data, and operational procedures, shall remain confidential and shall not be disclosed to any third party without prior written consent.

9.3 Non-Compete Clause

Members agree not to engage in any business or venture directly competing with the Company for a period of two (2) months after their departure from the Company.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the date first written above.

Nimq_ – Managing Member

Date: March 2