

## **Operating Agreement of The Hawthorne Group LLC**

This Operating Agreement ("Agreement") is entered into and shall be effective as of the date of registration of The Hawthorne Group LLC (the "Company"), by UnknownFugitive (the "Member"), under the laws of the Commonwealth of Redmont.

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### **Article I: Formation**

1. **Formation of LLC:** The Member intends to form a limited liability company under the name The Hawthorne Group LLC pursuant to the laws of the Commonwealth of Redmont. This Agreement shall take effect upon the successful registration of the Company.
  2. **Principal Office:** The principal office of the Company shall be located at hallcet-office02, or such other location as may be determined by the Member.
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### **Article II: Purpose**

The purpose of the Company is to engage in any lawful business, trade, or activity permitted under the laws of the Commonwealth of Redmont, and to carry out all activities necessary, appropriate, or incidental thereto.

The Company is established to provide private intelligence services, including but not limited to Human Intelligence (HUMINT) and Open-Source Intelligence (OSINT), with the objective of supporting strategic decision-making for clients. The Company may also develop and deliver intelligence analysis, risk assessments, and other related services.

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### **Article III: Member**

1. **Sole Member:** The sole Member of the Company is: UnknownFugitive.
  2. **Capital Contributions:** The Member shall contribute the following capital to the Company: \$100.
  3. Additional contributions may be made at the discretion of the Member.
  4. **Distributions:** Profits and losses of the Company shall be allocated entirely to the Member.
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### **Article IV: Management**

1. **Management Structure:** The Company shall be managed by the Member. The Member shall have full, exclusive, and complete authority to manage and control the business and affairs of the Company.
  2. **Authority of the Member:** The Member shall have the authority to make decisions on behalf of the Company, including entering into contracts, managing finances, and hiring employees, within the scope of the Company's purpose.
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#### **Article V: Meetings**

1. **Meetings:** Formal meetings shall not be required. The Member may take actions and document decisions in writing as necessary.
  2. **Records:** The Member shall maintain records of major decisions and actions taken on behalf of the Company.
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#### **Article VI: Transfer of Membership Interest**

1. **Restrictions on Transfer:** The Member may not transfer, sell, or assign their Membership Interest without complying with applicable laws or amending this Agreement.
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#### **Article VII: Dissolution**

1. **Events of Dissolution:** The Company shall be dissolved upon the occurrence of any of the following:
    - The Member's written decision to dissolve the Company.
    - The sale or disposition of all Company assets.
    - Entry of a decree of judicial dissolution.
  2. **Winding Up:** Upon dissolution, the assets of the Company shall be liquidated, and the proceeds shall be used to:
    - Pay the Company's liabilities.
    - Distribute remaining assets to the Member.
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#### **Article VIII: Indemnification**

The Company shall indemnify and hold harmless the Member from and against any and all claims, liabilities, and expenses arising out of their role in the Company, except in cases of gross negligence or willful misconduct.

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## **Article IX: Confidentiality**

The Member agrees to maintain the confidentiality of all proprietary or sensitive information related to the Company's operations, clients, and partners. The Member shall not disclose such information to any third party without prior written consent, except as required by law or necessary for the Company's operations.

The Company shall also adopt procedures to safeguard sensitive client information, including encryption, secure storage, and access control. Any unauthorized disclosure of confidential information shall be subject to penalties as defined by law and this Agreement.

Additionally, the Company shall implement processes to verify the accuracy and reliability of intelligence products before delivery to clients. All information procured, analyzed, and reported must be obtained lawfully and presented without intentional bias.

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## **Article X: Compliance with Laws and Licensing**

The Company shall operate in full compliance with all applicable laws and regulations, including but not limited to those governing private investigation, data privacy, and international intelligence operations. The Member shall ensure that all necessary licenses and certifications are maintained in good standing.

For operations involving international intelligence collection, the Company shall comply with all applicable laws and regulations, including export control laws, data transfer regulations, and jurisdiction-specific requirements for cross-border activities.

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## **Article XI: Code of Ethics**

The Company shall adhere to a strict code of ethics, including respect for privacy, lawful operations, and avoiding conflicts of interest. The Member shall ensure all activities are conducted with integrity and professionalism.

The Company shall not provide services to clients whose objectives are unlawful, unethical, or contrary to the public interest.

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## **Article XII: Client and Contractor Agreements**

The Company shall engage clients and subcontractors only under formal written agreements. Such agreements shall include confidentiality obligations, scope of work, and liability limitations.

The Company shall also conduct thorough due diligence on prospective clients to ensure their operations and intended use of intelligence services comply with ethical and legal standards. The Company reserves the right to refuse services to any client that fails to meet these standards.

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### **Article XIII: Crisis Management and Emergency Protocols**

The Member shall establish crisis management protocols to address security incidents, including data breaches, legal inquiries, and operational risks. These protocols shall ensure the protection of sensitive information and continuity of operations.

The Company shall also implement and maintain strict Operational Security (OPSEC) protocols to safeguard its methodologies, personnel, and ongoing operations. All employees, contractors, and partners shall adhere to these protocols, and violations will result in disciplinary actions.

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### **Article XIV: Prohibited Activities**

The Company shall not engage in activities that violate applicable laws or ethical standards, including unauthorized surveillance, espionage, or data theft. Any such actions are strictly prohibited.

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### **Article XV: Record Retention and Data Disposal**

The Company shall retain operational records and client-related data only for as long as necessary for business or legal purposes. Upon completion of client engagements or as required by law, sensitive data shall be securely destroyed to prevent unauthorized access.

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### **Article XVI: Non-Compete and Non-Disclosure Obligations**

The Member, employees, contractors, and subcontractors shall not, during their association with the Company and for a period of two months following the termination of their engagement, engage in any business or activity that competes directly with the Company or disclose any proprietary Company information.

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### **Article XVII: Subcontractor Compliance**

All subcontractors and partners engaged by the Company must comply with the Company's ethical standards, confidentiality obligations, and applicable legal requirements. Subcontractors shall enter into written agreements specifying these terms.

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### **Article XVIII: Liability Limitation for Intelligence Products**

The Company disclaims liability for any consequences arising from the client's use of intelligence products. The client agrees to hold the Company harmless for any indirect, consequential, or unforeseen damages related to intelligence services.

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### **Article XIX: Reputation Management**

The Company shall take necessary actions to protect its reputation and address false allegations or defamation. Employees, contractors, and partners are prohibited from making statements that may harm the Company's reputation.

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### **Article XX: Weekly Pizza Party**

The Company shall hold a weekly pizza party for employees on Friday during business hours. All active employees are eligible, and attendance is voluntary. The Company will cover the cost of food and supplies. The Member will coordinate the event and review it annually for any adjustments.

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### **Article XXI: Miscellaneous Provisions**

1. **Amendments:** This Agreement may be amended only by a written agreement signed by the Member.
  2. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Redmont.
  3. **Entire Agreement:** This Agreement constitutes the entire agreement and supersedes all prior agreements.
  4. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
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### **Signature**

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

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UnknownFugitive  
Sole Member