

OPERATING AGREEMENT OF EVIDENT TECHNOLOGIES LLC (A NEW JERSEY LIMITED LIABILITY COMPANY)

ARTICLE I: FORMATION; NAME; PURPOSE

I.A) FORMATION

The Company was formed as a New Jersey limited liability company pursuant to the **New Jersey Revised Uniform Limited Liability Company Act**, *N.J.S.A. 42:2C-1 et seq.* (the “Act”), upon the filing of a Certificate of Formation with the New Jersey Division of Revenue and Enterprise Services on **February 5, 2026**.

I.B) NAME

The name of the Company is **EVIDENT TECHNOLOGIES LLC** (the “Company”) and may conduct business under such trade names, assumed names, or brand identifiers as determined by the Manager in accordance with applicable law.

I.C) PRINCIPAL OFFICE

The principal business address of the Company shall be at such location or locations as may be determined by the Manager from time to time.

I.D) BUSINESS PURPOSE

The purpose of the Company is to design, develop, own, license, operate, and maintain software, digital platforms, applications, systems, and related technologies across web, desktop, mobile, and other computing environments, including tools for data processing, analysis, organization, evidence management, auditability, security, integrity, and lawful information handling, together with any ancillary or related services or lawful business activities permitted under New Jersey law.

I.E) BUSINESS INTENT

The Company is formed for lawful commercial purposes with the intent to operate as a durable, scalable enterprise capable of evolving its business model, technologies, and governance structures in response to legal, technical, and market conditions. The Company shall have all powers necessary or incidental to carry out its purposes, as permitted under the Act, and shall not be limited to any specific product, platform, methodology, or line of business unless expressly stated in this Agreement. The enumeration of any purpose or activity herein shall not be construed as limiting the generality of the Company's lawful powers under the Act.

I.F) INCORPORATION OF FORMATION DOCUMENTS

The Certificate of Formation of the Company, as filed and as amended from time to time, is hereby incorporated by reference into this Agreement, and this Agreement shall be interpreted consistently therewith.

ARTICLE II: MEMBERS; MANAGEMENT STRUCTURE

II.A) MEMBER

The Company initially has **one Member**:

Devon Tyler Barber

The Company may admit additional Members or classes of Members as provided herein. The admission of any additional Member or issuance of Membership Interests shall occur only upon such terms and conditions as approved by the Manager.

II.B) MANAGER-MANAGED COMPANY

The Company is a **manager-managed limited liability company** within the meaning of the Act. Management authority is vested exclusively in the Manager and not in the Members acting in their capacity as Members.

II.C) MANAGER

The Member hereby designates **Devon Tyler Barber** as the initial **Manager** of the Company (the “Manager”).

The Manager need not be a Member unless otherwise determined.

ARTICLE III: AUTHORITY AND POWERS OF THE MANAGER

III.A) EXCLUSIVE MANAGEMENT AUTHORITY

Except as expressly required by the Act or this Agreement, the **Manager has full, exclusive, and complete authority** to manage and control the business, property, and affairs of the Company. Any limitation on the Manager’s authority must be expressly stated in this Agreement and shall not be implied. The Manager is authorized to open and maintain bank accounts, execute banking resolutions, and sign deposit and credit agreements on behalf of the Company. The Manager may rely in good faith on information, reports, or opinions provided by officers, employees, agents, or advisors and shall not be liable for actions taken in such reliance, except as required by law.

III.B) ENUMERATED POWERS

Without limiting the foregoing, the Manager may:

- (a) Enter into contracts and agreements
- (b) Acquire, license, sell, or dispose of Company assets
- (c) Employ agents, contractors, and employees
- (d) Establish subsidiaries or affiliated entities
- (e) Issue classes or series of membership interests
- (f) Borrow money and grant security interests
- (g) Initiate or defend legal actions

- (h) Amend this Operating Agreement
- (i) Reorganize, merge, convert, or domesticate the Company

The foregoing powers are illustrative and not exclusive, and the Manager shall have all powers reasonably necessary or appropriate to carry out the Company's business.

III.C) NO AUTHORITY OF MEMBERS

No Member, solely by reason of being a Member, has authority to bind the Company. No act of any Member shall bind the Company unless expressly authorized in writing by the Manager.

ARTICLE IV: CAPITAL CONTRIBUTIONS; MEMBERSHIP INTERESTS

IV.A) INITIAL CAPITAL CONTRIBUTION

The initial Member has made such capital contribution, whether in cash, property, services, or intellectual property, as determined sufficient by the Manager.

IV.B) ADDITIONAL CONTRIBUTIONS

No Member shall be required to make additional capital contributions unless expressly agreed in writing.

IV.C) MEMBERSHIP INTERESTS; CLASSES AND SERIES

The Company may issue one or more classes or series of Membership Interests with such rights, preferences, and limitations as determined by the Manager. The rights and preferences of any class or series may be established without amendment to this Agreement to the fullest extent permitted by law.

ARTICLE V: PROFITS, LOSSES, AND DISTRIBUTIONS

V.A) ALLOCATIONS

Profits and losses shall be allocated among the Members in proportion to their respective Membership Interests, unless otherwise determined by the Manager in connection with issued

classes or series. Allocations shall be made in a manner intended to comply with applicable tax law and regulations.

V.B) DISTRIBUTIONS

Distributions shall be made at such times and in such amounts as determined by the Manager, subject to applicable law.

ARTICLE VI: INTELLECTUAL PROPERTY

VI.A) DEFINITIONS

- (a) “Intellectual Property” means, without limitation, all past, present and future works of authorship, software (source and object code), models, algorithms, documentation, designs, databases, schemas, CI/CD pipelines, Docker files, configuration files, know-how, trade secrets, inventions, discoveries, and other intellectual property and related proprietary rights, whether or not subject to registration, and whether or not reduced to practice prior to, on, or after the Effective Date.
- (b) “Contributed Works” means any Intellectual Property that is created, authored, developed, contributed, or otherwise provided by any Member, Manager, officer, employee, contractor, consultant or advisor in connection with the Company’s business.
- (c) The ‘Effective Date’ of this Agreement is February 5, 2026.

VI.B) COMPANY OWNERSHIP

All intellectual property developed by or for the Company, including software, source code, object code, models, algorithms, documentation, designs, data schemas, trade secrets, and derivative works, shall be the **exclusive property of the Company**.

VI.C) ASSIGNMENT

Any intellectual property created by a Member, Manager, employee, or contractor in connection with the Company's business is hereby assigned to the Company to the fullest extent permitted by law. To the extent permitted by law, such intellectual property shall be deemed a "work made for hire," and to the extent not so deemed, is irrevocably assigned to the Company.

All Contributed Works shall be the exclusive property of the Company. Each Member, Manager, employee, contractor, consultant and advisor, as a condition of initial or continued engagement, shall execute a written assignment in a form reasonably acceptable to the Company that assigns and transfers to the Company all right, title and interest in and to all Contributed Works, including any copyrights, patent rights, moral rights, and any other intellectual property rights, to the fullest extent permitted by law.

VI.D) RETROACTIVE EFFECT

To the fullest extent permitted by applicable law, each Contributor's assignment shall be retroactive to the date of creation of the applicable Contributed Work and shall be treated as if made contemporaneously with such creation.

VI.E) WORK-FOR-HIRE; MORAL RIGHTS WAIVER

To the extent any Contributed Work is not a "work made for hire" under applicable law, each Contributor irrevocably assigns all rights in such Contributed Work to the Company and hereby expressly waives and agrees not to assert any moral rights or droit moral, and agrees to execute any necessary instruments to effectuate such waiver and assignment.

VI.F) CONDITION TO PAYMENT/ACCESS

The Manager may withhold final compensation, suspend access to Company systems, or refuse acceptance of contributions until the Company receives a fully executed assignment acceptable to the Manager.

VI.G) REPRESENTATIONS AND INDEMNITY

Each Contributor shall warrant that to the best of such Contributor's knowledge the Contributed Work does not infringe or misappropriate third-party rights and that the Contributor has full right and authority to assign the Contributed Work. Contributors shall indemnify and hold the Company harmless from losses arising from breach of such warranty.

VI.H) FURTHER ASSURANCES; ENFORCEMENT

Each Contributor shall, at the Company's expense, execute and deliver such documents and take such further actions as the Company reasonably requests to effect, perfect, confirm, or enforce the Company's rights in any Intellectual Property. The Manager is authorized to enforce the Company's Intellectual Property rights, including by initiating infringement or misappropriation actions, and to recover any damages or remedies; the Manager shall determine enforcement strategy in its sole discretion.

ARTICLE VII: LIMITATION OF LIABILITY; INDEMNIFICATION

VII.A) LIMITATION OF LIABILITY

To the fullest extent permitted by law, no Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member or Manager.

VII.B) INDEMNIFICATION

The Company shall indemnify and hold harmless each Member, Manager, officer, employee, or agent against any claims or liabilities incurred in connection with Company activities, except for fraud, willful misconduct, or knowing violation of law.

VII.C) ADVANCEMENT OF EXPENSES

The Company may advance expenses in advance of final disposition upon such terms as determined by the Manager.

ARTICLE VIII: AMENDMENTS; GOVERNANCE FLEXIBILITY

VIII.A) AMENDMENTS

This Operating Agreement may be amended, restated, or replaced **at any time** by the Manager, subject to applicable law.

VIII.B) NO VESTED RIGHTS

No Member shall have a vested right in the continuity of any particular provision of this Agreement.

ARTICLE IX: REORGANIZATION; CONVERSION; EXPANSION

IX.A) REORGANIZATION AUTHORITY

The Company may merge, reorganize, domesticate, convert into another entity form or jurisdiction, or otherwise restructure its ownership or governance, including conversion into a Delaware limited liability company or corporation, as approved by the Manager and permitted by applicable law. No such transaction shall be deemed to impair the validity or continuity of the Company except as expressly provided in the transaction documents.

IX.B) CONTINUITY

Any such transaction may provide for continuity of ownership and operations.

ARTICLE X: DISSOLUTION AND WINDING UP

X.A) DISSOLUTION

The Company shall dissolve upon:

- (a) Decision of the Manager

- (b) Entry of a decree of judicial dissolution
- (c) Any other event requiring dissolution under law

Dissolution shall occur only in accordance with this Agreement and applicable law.

X.B) WINDING UP

Upon dissolution, the Manager shall wind up the affairs of the Company and distribute assets in accordance with the Act.

ARTICLE XI: MANAGER AUTHORITY: ISSUANCE OF ECONOMIC INTERESTS & PERMITTED FINANCING

XI.A) MANAGER AUTHORITY TO ISSUE ECONOMIC INSTRUMENTS

Without Member approval, the Manager may, in its sole discretion, form and issue one or more classes or series of non-voting economic interests, preferred economic interests, or other economic-only instruments (each, an “Economic Unit”) and may enter into Financing Instruments (defined below) on such terms and conditions as the Manager determines in its sole discretion. The issuance of Economic Units shall not grant governance, voting, removal, consent, or veto rights unless the Manager expressly designates such interests as Voting Units in a written amendment executed by the Manager.

XI.B) PERMITTED FINANCING INSTRUMENTS

For purposes of this Agreement, “Financing Instruments” means SAFEs, convertible notes, revenue-share agreements, royalties, secured notes, and other instruments that provide economic rights but do not, by their terms, create governance rights, board seats, or consent rights. The Manager may negotiate, sign and deliver Financing Instruments without Member consent, provided that any conversion described in a Financing Instrument shall be governed by Article XIII (Conversion Rules for Financing Instruments) herein.

XI.C) NO BOARD, VETO, CONSENT, OBSERVER, OR IMPLIED FIDUCIARY RIGHTS

No Financing Instrument issued or action taken under this Article shall, by operation of such instrument or this Agreement, grant any third party the right to (a) appoint directors or managers, (b) serve as a board or council member, (c) exercise veto or consent rights over Manager's ordinary-course decisions, (d) be granted observer or similar governance access, or (e) impose fiduciary duties on the Manager in favor of non-Managers, unless an express amendment to this Agreement is executed by the Manager.

ARTICLE XII: VALUATION; PRICING; APPRAISAL

XII.A) MANAGER DETERMINATION

For any issuance, repurchase, buyout, transfer, or other pricing event, the fair market value shall be determined in good faith by the Manager (the "Manager Determination"). The Manager Determination shall be final and binding unless challenged as set forth below.

XII.B) MEMBER OBJECTION AND INDEPENDENT APPRAISER

If any Member objects in writing to the Manager Determination within ten (10) business days after written notice of the Manager Determination, the Company and the objecting Member shall jointly appoint an independent appraiser experienced in valuing similar businesses. If the parties cannot agree on an appraiser within five (5) business days, the Manager shall select the appraiser. The appraiser's determination shall be final, binding and conclusive.

XII.C) APPRAISER FEES

Except where the appraiser finds the objection to be frivolous, the Company shall bear the appraiser's reasonable fees and expenses. If the appraiser determines the Member's objection to be frivolous, the objecting Member shall bear such fees.

XII.D) SCOPE AND TIMING

The Manager may, in the Manager's discretion, determine interim pricing for limited purposes (e.g., bridge financing) and may set reasonable procedures and timelines to effectuate pricing or repurchase actions.

ARTICLE XIII: CONVERSION RULES FOR FINANCING INSTRUMENTS

XIII.A) CONVERSION INTO ECONOMIC UNITS ONLY

Except as the Manager expressly provides in a written instrument at or prior to the time of conversion, no Financing Instrument shall convert automatically into Voting Units. Financing Instruments shall convert only into Economic Units as defined by the Manager.

XIII.B) MANAGER-AFFIRMATIVE CONVERSION TO VOTING UNITS

Conversion into Voting Units shall be permitted only by an affirmative, contemporaneous, written act of the Manager that expressly authorizes conversion into Voting Units. No conversion formula, default provision, or investor election shall by itself create Voting Units.

XIII.C) NO AUTOMATIC GOVERNANCE RIGHTS

Any Economic Units issued upon conversion shall carry only the economic rights set out by the Manager and expressly shall not carry the right to remove or replace the Manager, to veto or limit Manager authority, or to obtain board seats, observers, or consent rights, unless that result is the subject of a Manager-executed amendment.

ARTICLE XIV: IP INVENTORY; RECORDS; DILIGENCE

XIV.A) IP Inventory

The Manager shall maintain a centralized IP inventory that maps file paths and assets to descriptions, primary authors or contributors, license status, and assignment status (the “IP Inventory”). The Manager shall update the IP Inventory periodically and upon material change.

XIV.B) Diligence; Redaction Rights

The Manager may provide the IP Inventory to prospective investors or purchasers under confidentiality terms established by the Manager. The Manager may redact sensitive technical details while certifying the existence or absence of executed assignments and providing unredacted documentation under direct, written confidentiality controls at the Manager’s discretion.

XIV.C) Secure Storage of Assignment Documents

All executed assignment documents, contributor agreements, and related IP evidence shall be maintained in secure corporate records and made available for reasonable due diligence upon request, subject to confidentiality protections determined by the Manager.

ARTICLE XV: MISCELLANEOUS

XV.A) GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey.

XV.B) PRESERVATION OF MANAGER AUTHORITY

No provision herein shall be construed to limit, dilute, or alter the exclusive authority of the Manager as otherwise set forth in this Agreement. To the extent of any inconsistency, the Manager’s authority as set forth in Article III (Exclusive Management Authority) shall govern.

XV.C) SEVERABILITY

If any provision is held invalid, the remainder shall remain in full force and effect.

XV.D) ENTIRE AGREEMENT

This Agreement constitutes the entire operating agreement of the Company. This Agreement supersedes all prior oral or written agreements relating to the Company. In the event of any inconsistency between this Agreement and any other Company document, this Agreement shall control to the fullest extent permitted by law.

ARTICLE XVI: CERTIFICATION AND SIGNATURE

IN WITNESS WHEREOF, the undersigned, being the sole Member and duly authorized Manager of the Company, hereby executes this Operating Agreement as of **February 5, 2026**, and certifies that this Agreement constitutes the valid, binding, and operative Operating Agreement of the Company.

This Agreement may be executed in **counterparts**, by **electronic signature**, and by **physical ink signature**, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EVIDENT TECHNOLOGIES LLC

By:

/s/ Barber, Devon Tyler

Member and Manager

Date: 02/06/2026

(Electronic or Physical Signature Accepted)