



**OPERATING AGREEMENT OF
ACCORD PROJECT, LLC.**

ARTICLE 1 COMPANY FORMATION	2
1.1 Formation	2
1.2 Name	2
1.3 Registered Agent	2
1.4 Term	2
1.5 Continuance of Company	2
1.6 Business Purpose	3
1.7 Principal Place of Business	3
1.8 Member	3
1.9 Admission Of Additional Members	3
ARTICLE 2 CAPITAL CONTRIBUTIONS	3
2.1 Initial Contributions	3
2.2 Additional Contributions	3
ARTICLE 3 PROFITS, LOSSES, AND DISTRIBUTIONS	3
3.1 Profits/Losses	3
3.2 Distributions	4
3.3 Optional C Corporation Election	4
ARTICLE 4 MANAGEMENT	4
4.1 Management of the Business	4
4.2 Member	4
4.3 Powers of the Member	4
4.4 Nominee	5
4.5 Company Information	5
4.6 Exculpation	5
4.7 Indemnification	5
4.8 Records	5
ARTICLE 5 OFFICERS AND AGENTS OF COMPANY	6
5.1 Officers	6
5.2 Election of Officers, Term of Office and Removal	6
5.3 Employees, Other Agents, Etc.	6
5.4 Vacancies	6
5.5 Executive Director or Co-Directors; Powers and Duties	6
5.6 Director; Powers and Duties	6

5.7 Secretary; Powers and Duties	7
5.8 Treasurer; Powers and Duties	7
ARTICLE 6 COMPENSATION	7
ARTICLE 7 BOOKKEEPING	7
7.1 Books	7
7.2 Member's Accounts	7
7.3 Reports	8
ARTICLE 8 TRANSFERS	8
ARTICLE 9 PARTICIPANTS	8
ARTICLE 10 BOARD OF DIRECTORS	9
10.1 General Powers	9
10.2 Directors; Appointment and Term of Office	9
10.3 Resignation and Removal	9
10.4 Regular Meetings	9
10.5 Special Meetings; Notice	9
10.6 Notice of Meetings	9
10.7 Quorum; Adjournments of Meetings	9
10.8 Organization	10
10.9 Voting	10
10.10 Action Without a Meeting	10
10.11 Conference Calls	10
10.12 Director Inspection Rights	10
ARTICLE 11 STANDARDS OF CONDUCT FOR OFFICERS AND DIRECTORS	11
11.1 Duties of Care and Loyalty	11
11.2 Directors' Duties	11
11.3 Reliance on Others	11
11.4 Code of Conduct	11
ARTICLE 12 STEERING COMMITTEE	11
ARTICLE 13 WORKING GROUPS AND COMMITTEES	12
13.1 Establishment of Working Groups	12
13.2 Role of Working Groups	12
ARTICLE 14 DISSOLUTION	12
ARTICLE 15 FISCAL YEAR	12
CERTIFICATE OF FORMATION	12

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Accord Project, LLC

A Single Member-Managed Limited Liability Company

ARTICLE 1 COMPANY FORMATION

1.1 Formation

The Member hereby does form a Limited Liability Company ("LLC") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date.

1.2 Name

The name of the Company shall be Accord Project, LLC ("Accord" or the "Company").

1.3 Registered Agent

The name and location of the registered agent of the Company shall be THE COMPANY CORPORATION located at 251 Little Falls Drive, Wilmington, DE 19808-1674.

1.4 Term

The Company shall continue for a perpetual period unless,

- (a) The Member votes for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or
- (c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Delaware.

1.5 Continuance of Company

Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 Business Purpose

The purpose of the Company is to develop open source software tools and standards relating to contracting and to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

1.7 Principal Place of Business

The location of the principal place of business of the Company shall be 246 5th Ave, 3rd Floor New York, NY 10001. The principal place of business may be changed to a location the Member may select. The Member may also choose to store company documents at any address the Member chooses.

1.8 Member

The sole member of the Company is Clause, Inc., a Delaware Corporation.

1.9 Admission Of Additional Members

Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE 2 CAPITAL CONTRIBUTIONS

2.1 Initial Contributions

The Member shall make an Initial Contribution to the Company. The Contribution shall consist of cash, solely, in the amount of \$100.00.

2.2 Additional Contributions

Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE 3 PROFITS, LOSSES, AND DISTRIBUTIONS

3.1 Profits/Losses

For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to any Members in proportion to each Member's relative capital interest in the Company in accordance with Treasury Regulation 1.704-1.

3.2 Distributions

The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

3.3 Optional C Corporation Election

The Member may, but is under no obligation to, elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE 4 MANAGEMENT

4.1 Management of the Business

Management of the Company is invested solely in the Member and as specified in any of its directors, executives, officers, or other legally authorized agents of the Member.

4.2 Member

The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

4.3 Powers of the Member

The Member is authorized on the Company's behalf to make all decisions in accordance with Article 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security

agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 Nominee

Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 Company Information

Upon request, the Member shall supply to any member information regarding the Company or its activities. The Member or its authorized representative shall have access to and may inspect and copy all books, records and materials in the Member's possession regarding the Company or its activities.

4.6 Exculpation

Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.

4.7 Indemnification

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, director, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 Records

The Member shall cause the Company to keep at its principal place of business or other

location the following:

- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE 5 OFFICERS AND AGENTS OF COMPANY

5.1 Officers

The officers of the Company may include Co-Directors, an Executive Director, a Director, a Secretary, a Treasurer, or such other officers, if any, as the Member or Board determines.

5.2 Election of Officers, Term of Office and Removal

The officers of the Company shall continue in office until his or her successor shall have been determined, or until his or her death, resignation or removal. Any officer of the Company may be removed, with or without cause, by the Member or the Board.

5.3 Employees, Other Agents, Etc.

The Board may, from time to time and in its sole discretion, appoint such other employees and agents as it shall deem necessary, each of whom shall hold office at the pleasure of the Board, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board may from time to time determine.

5.4 Vacancies

Any vacancy in any office may be filled by the Board. Any officer so elected shall hold office until the next annual meeting of the Board and until the election and qualification of his or her successor.

5.5 Executive Director or Co-Directors; Powers and Duties

The Executive Director or Co-directors shall preside at each meeting of the Board. Such director(s) shall perform such other duties as from time to time as the Member or Board may assign to him or her and shall have the power to sign all contracts authorized either generally or specifically by the Member or Board.

5.6 Director; Powers and Duties

The Director shall assist the Executive Director or Co-Directors in the performance of his or her

duties and shall have such other powers and duties as the Board may prescribe.

5.7 Secretary; Powers and Duties

The Secretary shall ensure that accurate minutes are kept of meetings of the members and the Board as well as any committees of the Board that maintain minutes. The Secretary shall ensure that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall also perform such other duties as from time to time may be assigned to him or her by a Director or the Board. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

5.8 Treasurer; Powers and Duties

The Treasurer shall oversee the financial operations of the Company and shall perform such other duties as from time to time may be assigned to him or her by a Director or the Board. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

ARTICLE 6 COMPENSATION

6.1 Member Management Fee

Any Member rendering services to the Company may be entitled to compensation commensurate with the value of such services.

6.2 Reimbursement

The Company may reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE 7 BOOKKEEPING

7.1 Books

The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.

7.2 Member's Accounts

The Member shall maintain separate capital and distribution accounts for any other member, if any. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account;

and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

7.3 Reports

The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 8 TRANSFERS

According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE 9 PARTICIPANTS

Unless exempted by the Member or Board, association with the Company shall be as a Participant pursuant to the terms of a Participant Agreement. Participants shall be admitted to the Company by resolution of the Board, Member, Steering Committee or as otherwise specified. The Member or Board of Directors may create additional classes of members and set forth their characteristics, rights and privileges by amendment of this Agreement.

The Member or the Board by resolution or otherwise may establish (1) Participant criteria; (2) forms of Participant Agreements; (3) requirements for payment of dues or other contributions to the Company; and (4) criteria for suspension or termination of participant association. No qualified applicant as a Participant in the Company may be rejected for any anticompetitive purpose.

Notwithstanding the rights, duties, and obligations set forth herein, nothing in this Agreement shall create, have the effect of conferring, or be deemed to confer upon any Participant any rights, duties, or obligations of or relating to ownership or equity in the Company.

ARTICLE 10 BOARD OF DIRECTORS

10.1 General Powers

The Member may establish a Board of Directors with powers consistent with the purpose of the Company. Once established, the Accord Steering Committee will determine whether a Board may be established and undertake governance of the Company consistent with the Accord Project Governance Charter.

10.2 Directors; Appointment and Term of Office

The Board shall be comprised of Participants, Steering Committee members, or as otherwise determined by the Member.

10.3 Resignation and Removal

Any director may resign at any time by giving written notice to a Director or Secretary. Such resignation shall take effect at any time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.4 Regular Meetings

Regular meetings of the Board shall be held at such times and places as the Board shall designate.

10.5 Special Meetings; Notice

Special meetings of the Board may be held upon the call of a Director or other officer of the Company.

10.6 Notice of Meetings

Special meetings of the Board shall be held upon four days' notice by mail or courier or 24 hours' notice delivered personally, by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), or by other form of electronic transmission. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the Board.

10.7 Quorum; Adjournments of Meetings

At all meetings of the Board, at least 60% of the entire Board shall constitute a quorum. Except as provided by law or this Agreement, at any meeting of the Board at which a quorum is

present, the vote of an affirmative vote of 60% of the directors present at the time of the vote shall be the act of the Board. Directors who are present at a meeting but not present at the time of a vote due to a conflict of interest or related party transaction shall be determined to be present at the time of the vote. In the absence of a quorum, a majority of the directors present may, without giving notice other than by announcement at the meeting, adjourn the meeting from time to time until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

10.8 Organization

A Director shall preside at all meetings of the Board or, in the absence of a Director, the then Secretary or a temporary chair as chosen by the directors present at the meeting shall preside at the meeting. The Secretary or Assistant Secretary shall act as Secretary at all meetings of the Board. In the absence of the Secretary or Assistant Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

10.9 Voting

At any meeting of the Board, each director participating in the meeting shall be entitled to one vote.

10.10 Action Without a Meeting

Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

10.11 Conference Calls

Any one or more members of the Board or any committee or subcommittee thereof may participate in a meeting of the Board or such committee or subcommittee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

10.12 Director Inspection Rights

Any director may have the right to examine the Company's list of its members, and its other books and records for a purpose reasonably related to the position of such person as a director.

ARTICLE 11 STANDARDS OF CONDUCT FOR OFFICERS AND DIRECTORS

11.1 Duties of Care and Loyalty

Officers and directors shall discharge their respective duties:

- (a) in good faith;
- (b) with such care, including reasonable inquiry, as an ordinary prudent person in like position would exercise under similar circumstances; and
- (c) in a manner such officer or director believes to be in the best interests of the Company.

11.2 Directors' Duties

- (a) Directors are expected to attend and actively participate in all regular and special meetings of the Board, except for good cause.
- (b) Directors are expected to educate themselves regarding the history, purpose, and activities of the Company so as to provide valuable service.

11.3 Reliance on Others

A director shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of the Company's officers or employees, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.

11.4 Code of Conduct

The Member or the Board shall adopt a specific code of conduct of the Company.

ARTICLE 12 STEERING COMMITTEE

The Member or Board may appoint a Steering Committee of two or more persons to provide advice and assistance to the Company. The Steering Committee may determine by separate resolution the operational rules which shall govern the Steering Committee. Steering Committee members may be removed at any time, with or without cause, by the Member or the Board.

ARTICLE 13 WORKING GROUPS AND COMMITTEES

13.1 Establishment of Working Groups

The Member or Board shall create subject matter specific Working Groups and Committees to provide advice and assistance to the Company. Such Working Groups shall include, among others, the following:

- (a) Supply Chain;
- (b) Employment and Services;
- (c) Marketing;
- (d) Finance and Insurance.

The Member or the Board shall determine Working Group and Committees membership which may include a designated chair or subgroups. The Member or Board may determine by separate resolution the operational rules which shall govern a Working Group or Committees, or permit either to establish its own operational rules.

13.2 Role of Working Groups

Participants from Working Groups or Committees may be invited to meetings of the Board, but shall not be entitled to vote or exercise other powers of a director of the Company.

ARTICLE 14 DISSOLUTION

The Member may dissolve the LLC at any time and in its' sole discretion. The Member may NOT dissolve the LLC for a loss of membership interests. Upon any dissolution, the LLC must pay its debts prior to any distribution of cash, assets, and/or initial capital to the Member's or the Members' interests. The dissolution may only be ordered by the Member, and may not be ordered solely by the owner of the Member's interests.

ARTICLE 15 FISCAL YEAR

The fiscal year end of the Company shall be December 31.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance

with applicable law, as currently written or subsequently amended or redrafted.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 13, 2017.

Signature: 

Name: Houman B. Shadab

On behalf of Clause, Inc., Member