

# OPERATING AGREEMENT

OF

## EMERT.AI, LLC

A Florida limited liability company

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THE MEMBERSHIPS INTERESTS CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. THE INTERESTS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER SUCH ACTS OR AN OPINION OF COUNSEL THAT SUCH TRANSFER MAY BE LEGALLY AFFECTED WITHOUT SUCH REGISTRATION. ADDITIONAL RESTRICTIONS ON TRANSFER AND SALE ARE SET FORTH IN THIS AGREEMENT.

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Date: June 1, 2025

# OPERATING AGREEMENT OF EMERT.AI, LLC

Date: June 1, 2025

THIS OPERATING AGREEMENT ("Agreement") is made and entered and effective as the date written above by and among EMERT.AI, LLC, a Florida limited liability company ("Company"), JUSTIN EMERT ("JE"), and DOV LEVY ("DL"). JE and DL may be individually referred to as a "Member" and collectively as the "Members."

## RECITALS

WHEREAS, certain capitalized terms used herein are defined in Section 1.1 below;

WHEREAS, Company was formed to utilize modern technologies, including artificial intelligence, to build applications, websites, and marketing strategies to assist businesses in achieving their goals, and to engage in any other lawful business activities permitted under Florida law, either directly by the Company or arranged by the Company or its Affiliates and other lawful purposes determined by the Managers and Members, as applicable;

WHEREAS, the Members have determined that it is in their respective best interests and the best interests of the Company for them to enter into this Operating Agreement;

WHEREAS, the Members intend, as soon as reasonably possible following the execution of this Agreement by the parties, to seek investor financing if deemed necessary to meet the Company's Operating Expenses;

WHEREAS, the Members desire to maintain a limited liability company pursuant to and in conformity with the Florida Act;

WHEREAS, pursuant to the Florida Act, a limited liability company is to act under and through an operating agreement which establishes the rights, duties and obligations of the Members;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and for the purpose of establishing an "operating agreement" pursuant to the Florida Act, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

1.1 Definitions. The capitalized terms used in this Agreement shall, unless the context requires otherwise, have the meaning specified on Exhibit A, which is attached hereto and incorporated herein by reference.

## ARTICLE II FORMATION OF COMPANY

2.1 Formation. The Company was formed effective as of the date the Articles were filed with and accepted by the Florida Secretary of State (June 1, 2025) in accordance with and pursuant to the

Florida Act (the "Effective Date").

2.2 Name. The name of the Company is EMERT.AI, LLC.

2.3 Principal Place of Business; Registered Office and Registered Agent. The principal place of business of the Company within the State of Florida shall be located at 526 NE 8th St, Unit 2715, Ft Lauderdale, FL 33304. The Company may locate its place(s) of business at any other place or places as the Managers may from time to time deem advisable. The Company's registered agent and registered office shall be Dov Levy, 526 NE 8th St, Unit 2715, Ft Lauderdale, FL 33304. The registered office and registered agent may be changed by the Managers from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Florida Secretary of State pursuant to the Florida Act.

2.4 Operation. The Company and each Member's interest therein shall be governed by the laws of the State of Florida. The Company shall be a manager managed company, not a Member managed company. A Member's interest in the Company shall be personal property for all purposes. All property, irrespective of its nature, which is owned or otherwise encumbered by the Company shall be deemed owned by the Company as an entity and no Member individually shall have any individual ownership of such property.

2.5 Term; Tax Status. The Company was formed on the Effective Date and shall continue in perpetuity, unless the Company is sooner terminated as herein provided. The Members intend that this Company be treated as a partnership for tax purposes. The Company has been formed pursuant to the Florida Act, and the Members expressly do not intend hereby to form a partnership under the Florida Uniform Partnership Act or the Florida Revised Uniform Limited Partnership Act.

## ARTICLE III BUSINESS OF COMPANY

3.1 Purposes of the Company. The general purposes of the Company are to utilize modern technologies, including artificial intelligence, to build applications, websites, and marketing strategies to assist businesses in achieving their goals, and to engage in any other lawful business activities permitted under Florida law, directly by the Company and/or through business relationships or as otherwise determined by the Managers. To accomplish such purposes, the Company shall have all powers necessary or incidental to accomplish its purposes, including, but not limited to, the power to contract, lease, sublease, hire employees and/or independent contractors, or otherwise exercise any and all other powers or undertake any and all other activities necessary or incidental to accomplish its purposes. The Company may engage in any other business or activity that may be incidental, proper, advisable or convenient to accomplish the foregoing purposes (including, without limitation, obtaining financing therefor) that is not forbidden by the law of the jurisdiction in which the Company engages in the business. The foregoing clauses shall be construed both as objects and powers.

3.2 Credit and Assets of the Company; Accounting Method. The credit and assets of the Company shall be used solely for the benefit of the Company. No asset of the Company shall be transferred or encumbered for or be used in payment of any individual obligation of a Member. A Member shall reimburse the Company for all losses or expenses incurred by the Company, including attorneys'

fees, resulting from any violation by such Member of this Section 3.2. The Company shall keep its accounting records and shall report its income for income tax purposes in accordance with the method of accounting, and on the basis of any taxable year, as may from time to time, be determined by the Managers.

## ARTICLE IV NAMES AND ADDRESSES OF MEMBERS

4.1 Names and Addresses. The names and addresses of the Members are set forth on Exhibit B.

## ARTICLE V RIGHTS AND DUTIES OF MANAGERS

5.1 Management. The business and affairs of the Company shall be managed by the Managers, not by the Members. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company. If there is only one Manager, all actions to be taken by the Managers under this Agreement shall require the approval of the sole Manager. At any time when there is more than one Manager, except where otherwise specified in this Agreement, all actions to be taken by the Managers shall require the approval of the majority of the then acting Managers. References herein to "the Manager" or the "Managers" shall be deemed to refer to whoever is then acting as the Manager or Managers of the Company.

5.2 Number, Tenure and Qualifications. The Company shall initially have two Managers. Dov Levy (Dov) and Justin Emert (Justin) are hereby designated as the initial Managers of the Company. The approval of both Managers shall be required for any matter addressed by the Managers until October 1, 2025 (4 months from formation), after which the Managers shall meet to assign specific decisions (e.g., routine operations, contracts under \$10,000) to majority vote, with major decisions (listed in Section 5.4) remaining unanimous. That said, for any issue or matter that is within the authority/responsibility of any person mentioned in this Agreement as having Sweat Equity duties, the performance of those duties shall be the primary responsibility of that specific person. A Manager need not be a resident of the State of Florida or a Member of the Company. A Manager shall serve until such Manager's death, removal (pursuant to Section 5.10 below), adjudicated disability or resignation. In the event that a Manager is unable or unwilling to serve as Manager of the Company, a majority of the Managers may appoint a replacement Manager.

5.3 Certain Powers of Manager.

(a) Without limiting the generality of Section 5.1, but subject to the provisions of Section 5.4, the Managers shall have power and authority, on behalf of the Company:

(i) To acquire property from any Person as the Managers may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person.

(ii) To borrow money for the Company from banks, other lending institutions, or any other Person. Notwithstanding the foregoing, the prior written consent of a Member shall be required if the personal guaranty of such Member is required in connection with such borrowing. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Florida Act , by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers.

(iii) To establish reserves from Company income in such amounts as the Managers may deem appropriate.

(iv) To temporarily invest the funds of the Company in commercial paper, United States Government and governmental agency obligations, interest-bearing accounts, money market funds, or such other investments as the Managers deem appropriate.

(v) To purchase liability and other insurance to protect the Company's properties and business.

(vi) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale, transfers, leases, and any other instruments or documents necessary to the business of the Company.

(vii) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

(viii) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve.

(ix) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

#### 5.4 Restrictions on Authority.

(a) Without the unanimous consent of all the Members, neither the Managers nor any agent of the Company shall have the authority to:

(i) Do any act in contravention of this Agreement;

(ii) Do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;

(iii) Confess a judgment against the Company;

(iv) Possess Company property, or assign their rights in specific Company property, for other than a Company purpose; or

(v) Admit a Person as a Member, except as otherwise provided in this Agreement.

(b) Major Decisions. The following decisions require unanimous consent of all Members at all times:

- (i) Amending this Agreement or the Articles of Organization.
- (ii) Admitting new Members or issuing additional Membership Interests.
- (iii) Incurring debt over \$10,000.
- (iv) Selling, transferring, or encumbering Company assets valued over \$10,000.
- (v) Dissolving or restructuring the Company (e.g., converting to a corporation).
- (vi) Entering contracts with annual obligations over \$25,000 or client contracts with revenue or costs over \$50,000.
- (vii) Approving capital calls or additional contributions.
- (viii) Licensing Company-owned intellectual property to third parties.

5.5 Liability of Managers. No Manager of the Company shall be personally liable for any debts, losses or obligations of the Company, except as provided in Section 5.7 below or as otherwise specifically provided herein or required by the Florida Act.

5.6 Indemnification. The Company shall indemnify and hold harmless each Manager from and against all claims and demands arising from claims by third parties that are incurred by such Manager by reason of the fact that he or she is or was a Manager of the Company, to the maximum extent permitted under the Florida Act.

5.7 Resignation. A Manager may resign at any time by giving written notice to the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 Removal. At a meeting called expressly for that purpose, a Manager may be removed at any time, with or without cause, by the affirmative vote of the holders of a majority of the Membership Interests. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.9 Vacancies. Any vacancy occurring for any reason in the office of a Manager may be filled by the affirmative vote of the holders of a majority of the Membership Interests.

5.10 Compensation of Managers. The Managers shall not be entitled to compensation for their services rendered to or performed for the Company in acting in their capacity as Managers, except as otherwise provided in this Agreement.

## ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the Florida Act and other applicable law.

6.2 Company Debt Liability. A Member will not personally be liable for any debts or losses of the Company beyond his respective Capital Contributions except as provided in Section 5.6 above or as otherwise specifically provided herein or required by the Florida Act.

6.3 List of Members. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

6.4 Indemnification. The Company shall indemnify and hold harmless each Member from and against all claims and demands arising from claims by third parties that are incurred by such Member by reason of the fact that he or she is or was a Member of the Company, to the maximum extent permitted under the Florida Act.

6.5 Company Books. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy the Company documents (at the requesting Member's expense).

6.6 Priority and Return of Capital. Except as may be expressly provided in Article VIII, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to profits, losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

## ARTICLE VII MEETINGS OF MEMBERS

7.1 Annual Meeting. An annual meeting of the Members shall be held in January to review this Agreement and business performance. Notice of such meeting shall be given to all Members not less than 10 days and not more than 30 days prior to the date of such meeting.

7.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by the Managers or by any Member or Members holding at least 10% of the Membership Interests.

7.3 Place of Meetings. The Members may designate any place, either within or outside the State of Florida, as the place of meeting for any annual meeting or for any special meeting called by the Members.

7.4 Notice of Meetings. Except as provided in Section 7.5(b), written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting.

7.5 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Florida, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

7.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members ...

7.7 Quorum. Members holding a majority of the Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjou...

7.8 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a majority of the Membership Interests shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Florida Act, by the Articles, or by this Agreement.

7.9 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers before or at the time of the meeting.

7.10 Action by Members without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different eff...

7.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

## ARTICLE VIII CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Each Member shall contribute such amount as is set forth in Exhibit B attached hereto as such Member's Initial Capital Contribution.

8.2 Additional Contributions. No Member shall be required to make any additional Capital Contributions without unanimous consent. Additional contributions, if approved, shall be made in proportion to Membership Interests (55% to Justin Emert, 45% to Dov Levy) unless otherwise agreed. If additional capital is needed for growth (e.g., hiring developers), Members may agree to a capital call by unanimous vote. If a Member fails to contribute their proportional share of an approved capital call within 30 days...



8.3 Capital Accounts. A separate Capital Account shall be maintained for each Member in accordance with Internal Revenue Code Section 704 and Treasury Regulations, reflecting their contributions, distributions, and share of profits and losses.

## ARTICLE IX ALLOCATIONS, INCOME TAX, ELECTIONS AND REPORTS

9.1 Profits and Losses. Except as otherwise provided in Section 9.2, Profits and Losses shall be allocated among the Members in proportion to their respective Membership Interests (55% to Justin Emert, 45% to Dov Levy).

9.2 Distributions. Distributions of available cash or assets shall be made monthly, as determined by unanimous consent, after reserving funds for Company expenses, taxes, and obligations. Distributions shall be made simultaneously to all Members in proportion to their Membership Interests (55% to Justin Emert, 45% to Dov Levy).

9.3 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

9.4 Accounting Method. The books of the Company shall be kept on the accrual method.

9.5 Interest in Company Assets. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company. A Member's interest in the Company is personal property and is freely assignable only as provided in this Agreement.

9.6 Tax Matters Partner. The Members shall designate one Member to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Any Member designated as tax matters partner shall receive such additional compensation therefor, and shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred in performing such duties, as shall be determined from time to time by the affirmative vote of Members holding a majority of the Membership Interests. The provisions on li...

9.7 Tax Elections. The Company shall elect to be taxed as an S corporation by filing IRS Form 2553 within 75 days of formation (by August 15, 2025), unless the Members unanimously agree otherwise. The Members shall comply with S-corp requirements, including reasonable salary payments to owner-employees.

9.8 Annual Report to Members. As soon as practicable after the end of each fiscal year, the Managers shall cause to be delivered to each person who was a Member at any time during the fiscal year, a report containing the following:

(i) Financial statements of the Company for such fiscal year presented in accordance with the accounting principles applied by the Company on a consistent basis, including a balance sheet and statements of income, Members' equity and changes in financial position.

(ii) A statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such fiscal year for federal income tax purposes.

## ARTICLE X TRANSFER OF MEMBERSHIP INTERESTS

10.1 Restrictions on Transfer. No Member may sell, transfer, assign, or otherwise dispose of their Membership Interest, in whole or in part, without the unanimous written consent of all other Members, except as permitted by this Agreement.

10.2 Right of First Refusal. If a Member receives a bona fide offer to transfer their Membership Interest, the other Member shall have a right of first refusal to purchase the interest on the same terms within 30 days of notice. If the offer is not accepted, the transfer may proceed with unanimous consent.

10.3 Involuntary Transfers. In the event of a Member's death, disability, bankruptcy, or other involuntary transfer, the Company or remaining Member shall have the option to purchase the affected Member's Interest at fair market value, determined by an independent appraiser within 60 days. Payment shall be made within 90 days or as agreed.

10.4 Assignee's Rights. An assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member unless and until admitted as a Member pursuant to Article XI. An assignee is only entitled to receive the distributions and return of capital, and to be allocated the Profits and Losses attributable to the assigned Membership Interest.

10.5 Substitute Members. In the event a Member sells, assigns, transfers or conveys his Membership Interest to another person pursuant to this Article X, such other person shall be admitted as a substitute Member only upon the unanimous consent of the remaining Members.

## ARTICLE XI ADMISSION OF ADDITIONAL AND SUBSTITUTE MEMBERS

11.1 Admission of Additional Members. New Members may be admitted only upon the unanimous written consent of all existing Members and under terms determined by the Members.

11.2 Admission of Substitute Members. A transferee of a Membership Interest pursuant to Article X shall be admitted as a substitute Member only upon satisfaction of the conditions set forth in this Section:

(i) The transferor and transferee execute and acknowledge such instruments as the Managers may deem necessary or advisable to effect compliance with the requirements of applicable law for the admission of the transferee.

(ii) The transferee accepts and adopts all of the terms and provisions of this Agreement, as the same may have been amended.

(iii) The transferor pays or reimburses the Company for all reasonable legal, filing, and publication costs incurred by the Company in connection with the admission of the transferee.

## ARTICLE XII CONSEQUENCES OF CORPORATE NON-DISSOLUTION EVENTS

12.1 Non-Dissolution Event. Upon the occurrence of a Non-Dissolution Event (as defined in Exhibit A), the Company shall not dissolve, and the business of the Company shall continue.

12.2 Purchase Price. The purchase price for the Membership Interest which is the subject of a purchase option pursuant to this Article XII shall be the fair market value of such interest as determined by an independent appraiser.

## ARTICLE XIII DISSOLUTION AND TERMINATION

13.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (i) When the period fixed for the duration of the Company shall expire;
- (ii) By the unanimous written agreement of all of the Members; or
- (iii) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company, unless the business of the Company is continued by the consent of all the remaining Members within ninety (90) days following the occurrence of any such event.
- (iv) Failure to secure funding or achieve operational viability within 24 months, unless Members unanimously agree to extend.

13.2 Distribution of Assets Upon Dissolution. Upon the winding up of the Company, the Company property shall be distributed as follows:

- (i) To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company;
- (ii) To Members and former Members in satisfaction of liabilities for distributions; and
- (iii) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second, in the proportions in which the Members share in Profits.

13.3 Winding Up. The Members who have not wrongfully dissolved the Company or, if none, the Managers, or, if none, any person selected by a majority of the Members, may wind up the Company's affairs. Such party shall give written notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company.

13.4 Articles of Dissolution. Within 90 days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, Articles of Dissolution shall be filed with the Florida Secretary of State pursuant to the Florida Act.

## ARTICLE XIV ADDITIONAL PROVISIONS

14.1 Non-Compete. During their membership and for 3 years after ceasing to be a Member, no Member shall engage in a competing business developing AI applications, websites, or marketing

strategies within the United States, without unanimous consent of the other Member. This restriction shall not apply to passive investments or non-competing industries.

14.2 Confidentiality. Members shall not disclose or use the Company's confidential information (e.g., client lists, AI algorithms, marketing plans) for personal gain or outside the Company's business, during or after their membership, except as required by law or with unanimous consent.

14.3 Intellectual Property. All intellectual property and technology created by Members in connection with the Company's business, including AI applications, websites, software, algorithms, and other technological assets, shall be owned by the Company. Members shall execute any assignments necessary to secure the Company's rights. No Member shall license Company-owned intellectual property or technology to third parties without unanimous consent.

14.4 Dispute Resolution. Any disputes arising under this Agreement shall be resolved through binding arbitration in Broward County, Florida, under the rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees and costs.

14.5 Future Restructuring. The Members acknowledge their intent to potentially restructure the Company as a corporation to issue shares and raise capital. Any such restructuring shall require unanimous consent, a detailed plan for share issuance, and compliance with Florida and federal law.

14.6 Annual Review. The Members shall meet annually in January to review and, if necessary, amend this Agreement, including revisiting decision-making rules after October 1, 2025.

14.7 Key Person Clause. Justin Emert (COO/CTO) is designated as the primary key person due to his critical AI and technical expertise, with Dov Levy (CEO/CFO) also designated as a key person for his strategic and financial leadership. If Justin Emert becomes unavailable due to death, disability, or voluntary withdrawal, the Company or remaining Member shall have the option to purchase his Membership Interest at fair market value, determined by an independent appraiser within 60 days, and shall use reasonable...

14.8 Data Privacy Compliance. The Company shall comply with applicable data privacy laws, including the Florida Information Protection Act, GDPR, CCPA, and FTC guidelines, for AI applications and websites, and maintain necessary security measures.

14.9 Investor Preparation. Issuance of new Membership Interests to investors or creation of an employee equity pool shall require unanimous consent and a detailed valuation agreement to protect existing Members' interests.

14.10 Key Person Insurance. Within 90 days of securing significant funding (defined as \$100,000 or more in equity or debt), the Company shall obtain key person life insurance policies of \$500,000 per Member (Justin Emert and Dov Levy) to fund buyouts or succession in the event of a key person's death or disability. Premiums shall be paid by the Company, with policy terms subject to unanimous Member consent.

14.11 BOI Reporting. The Company shall file a Beneficial Ownership Information (BOI) report with FinCEN within 30 days of formation, as required by the Corporate Transparency Act, listing Justin

Emert and Dov Levy as beneficial owners.

## ARTICLE XV BOOKS AND RECORDS

15.1 Books and Records. The Company shall maintain accurate books and records at its principal office, available for inspection by Members with reasonable notice. Records shall include financial statements, tax filings, contracts, and intellectual property documentation.

15.2 Fiscal Year. The Company's fiscal year shall be the calendar year (January–December).

## ARTICLE XVI MISCELLANEOUS PROVISIONS

16.1 Entire Agreement. This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements or understandings.

16.2 Amendments. This Agreement may be amended only by written agreement signed by all Members.

16.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

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

16.5 Compliance with Laws. The Company shall comply with applicable laws, including data privacy regulations and industry standards for AI and technology services, and maintain necessary licenses for its operations.

16.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of June 1, 2025.

EMERT.AI, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Justin Emert

Title: Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dov Levy

Title: Manager

MEMBERS

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Justin Emert

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Dov Levy

## EXHIBIT A

### DEFINITIONS

#### DEFINITIONS

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any officer, director, general partner or trustee of such Person or (iii) any Person who is an officer, director, general partner, trustee or holder of 10% or more of the voting securities or beneficial interests of any of the foregoing. For purposes of this definition, the term "controlling," "controlled by" or "under common control with" shall m...

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles" means the Articles of Organization filed with the Florida Secretary of State pursuant to the Florida Act for the purpose of forming the Company.

"Bankrupt" or "Bankruptcy" means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other similar law in any jurisdiction, or analogous events or circumstances under any such laws.

"Capital Account" means the capital account maintained for a Member pursuant to Section 8.3 of this Agreement.

"Capital Contributions" means the amount of money and the fair market value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752) with respect to the Membership Interest in the Company held by a Member, including additional capital contributed pursuant to Section 8.2.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means EMERT.AI, LLC, the limited liability company formed pursuant to the Articles and this Agreement.

"Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

"Florida Act" means the Florida Revised Limited Liability Company Act, Fla. Stat. § 605, as amended from time to time.

"Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable loss for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section

703(a)(1) shall be included in taxable loss), with the following adjustments:

(i) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Losses, will be treated as Losses.

"Member" means each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other...

"Membership Interest" means the ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which such Member may be entitled as provided in this Agreement together with the obligations of such Member to comply with all terms and provisions of this Agreement. Such interest shall be expressed as a percentage interest.

"Non-Dissolution Event" means an event of withdrawal of a Member as provided in the Florida Act, other than events of withdrawal which, with the passage of the specified period, result in the dissolution of the Company under the Florida Act.

"Person" includes a natural person, domestic or foreign limited liability company, corporation, partnership, limited partnership, joint venture, trust, estate, or any other entity.

"Profits" means, for each fiscal year or other period, an amount equal to the Company's taxable income for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits will be added to such taxable income.

"Reserves" means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Treasury Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).