

SCHEDULES AND EXHIBITS
TO THE
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
CLEARHIVE HEALTH LLC
A Delaware Limited Liability Company
Dated as of September 1, 2025

SCHEDULE A

DESCRIPTION OF CONTRIBUTED INTELLECTUAL PROPERTY

This Schedule A is attached to and made a part of that certain Limited Liability Company Operating Agreement of ClearHive Health LLC dated as of September 1, 2025 (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The following intellectual property and related assets are hereby contributed to the Company by Christopher John Martin Molina:

I. SOFTWARE AND SOURCE CODE

A. ClearHive Platform Core Application

- Complete source code for the ClearHive aftercare coordination platform, including all versions and iterations developed from inception through the Effective Date
- Frontend application code written in React, TypeScript, JavaScript, HTML, and CSS

- Backend services and APIs developed in Node.js and related technologies
- Database schemas, migrations, and seed data for PostgreSQL and other database systems
- Infrastructure as Code templates and configuration files
- Build scripts, deployment configurations, and CI/CD pipeline definitions
- All version control history, commits, branches, and associated metadata

B. Mobile and Progressive Web Applications

- Progressive Web App (PWA) implementation and service workers
- Mobile-responsive design systems and components
- Offline capability implementations and sync mechanisms
- Push notification systems and configurations

C. Integration and API Modules

- Third-party API integration modules and connectors
- Authentication and authorization systems including OAuth implementations
- HIPAA-compliant data exchange protocols and encryption mechanisms
- Webhook handlers and event processing systems

II. DOCUMENTATION AND SPECIFICATIONS

A. Technical Documentation

- System architecture documents and diagrams
- API documentation, including endpoint specifications and usage examples
- Database design documents and entity relationship diagrams
- Security protocols and compliance documentation
- Deployment guides and operational runbooks
- Code documentation and inline comments

B. Product Documentation

- User manuals and guides for all system features
- Administrator documentation and configuration guides
- Training materials and tutorials
- Feature specifications and requirements documents
- Product roadmap and development plans

III. INTELLECTUAL PROPERTY RIGHTS***A. Copyrights***

- All copyrights in and to the software source code and object code
- Copyrights in all documentation, manuals, and written materials
- Copyrights in user interface designs, graphics, and visual elements
- Copyrights in all marketing materials and content

B. Trade Secrets and Proprietary Information

- Proprietary algorithms for care coordination and matching
- Custom workflows specifically designed for behavioral health coordination
- Data models and structures optimized for healthcare operations
- Business logic and rules engines for automated processing
- Performance optimization techniques and implementations

C. Trademarks and Branding

- The name "ClearHive" and all variations thereof
- ClearHive logo designs and brand identity assets
- Marketing slogans and taglines
- Product and feature names

D. Domain Names and Online Properties

- clearhivehq.com and all associated subdomains

- Related domain names and variations
- Social media accounts and handles
- Cloud service accounts and configurations

IV. DEVELOPMENT ASSETS

A. Development Environments

- Development, staging, and testing environment configurations
- Docker containers and orchestration configurations
- Virtual machine images and templates
- Development tools and licenses

B. Testing and Quality Assurance

- Automated test suites and testing frameworks
- Test data and fixtures
- Performance testing scripts and benchmarks
- Quality assurance procedures and checklists

V. BUSINESS ASSETS

A. Customer and Market Information

- Customer feedback and requirements gathered during development
- Market research and competitive analysis
- Pilot program data and results
- User analytics and usage data

B. Vendor and Partner Relationships

- Vendor agreements and relationships established during development
- Partnership discussions and preliminary agreements
- Technology partner relationships

CERTIFICATION: The undersigned hereby certifies that the above description accurately represents the intellectual property being contributed to ClearHive Health

LLC as of the Effective Date.

Christopher John Martin Molina

Date: _____

SCHEDULE B

MEMBERS AND PERCENTAGE INTERESTS

This Schedule B is attached to and made a part of that certain Limited Liability Company Operating Agreement of ClearHive Health LLC dated as of September 1, 2025 (the "Agreement").

I. INITIAL MEMBERS AND PERCENTAGE INTERESTS

Member Name	Address	Initial Percentage Interest	Fully Vested Percentage Interest
Christopher John Martin Molina DOB: 05/29/1996	[Address to be provided] Email: [Email to be provided] Phone: [Phone to be provided]	65% (Fully vested at formation)	60% (After Giresi full vesting)
Michael Giresi DOB: 02/04/1991	[Address to be provided] Email: [Email to be provided] Phone: [Phone to be provided]	35% (Fully vested at formation)	40% (After 36-month vesting)

II. VESTING SCHEDULE FOR ADDITIONAL INTEREST

Michael Giresi's additional five percent (5%) Membership Interest shall vest according to the following schedule:

Month	Monthly Vesting Amount	Cumulative Vested	Total Percentage Interest
Formation	N/A	0.000%	35.000%
Month 1	0.139%	0.139%	35.139%
Month 6	0.139%	0.834%	35.834%
Month 12	0.139%	1.668%	36.668%
Month 18	0.139%	2.502%	37.502%
Month 24	0.139%	3.336%	38.336%
Month 30	0.139%	4.170%	39.170%
Month 36	0.130%	5.000%	40.000%

III. CAPITAL CONTRIBUTIONS

Member	Type of Contribution	Description	Value/Amount
Christopher John Martin Molina	Intellectual Property	All IP described in Schedule A	Fair Market Value as agreed by Members
Michael Giresi	Cash	Initial Cash Contribution	\$100,000.00

IV. RESERVED EQUITY POOL

Up to five percent (5%) of Membership Interests may be reserved for future issuance to employees, consultants, advisors, or other service providers, subject to unanimous Member approval. Upon any such issuance, the Members' Percentage Interests shall be diluted pro rata.

V. TRANSFER RESTRICTIONS

All Membership Interests are subject to the transfer restrictions set forth in Article X of the Agreement.

SCHEDULE C

OFFICER AUTHORITY MATRIX

This Schedule C is attached to and made a part of that certain Limited Liability Company Operating Agreement of ClearHive Health LLC dated as of September 1, 2025 (the "Agreement").

I. INDIVIDUAL OFFICER AUTHORITY

Officer	Position	Authority Limit	Scope of Authority
Michael Giresi	President and Chief Executive Officer	Up to \$10,000 per transaction	• General corporate administration
			• Sales and business development
			• Marketing and public relations
			• Investor relations and fundraising
			• Financial management and accounting
			• Human resources and recruitment
Christopher John Martin Molina	Chief Product Officer	Up to \$10,000 per transaction	• Product development and strategy
			• Software engineering and architecture
			• Technology vendor management
			• Security and infrastructure
			• Quality assurance and testing

Officer	Position	Authority Limit	Scope of Authority
			• Technical documentation

II. JOINT OFFICER APPROVAL REQUIRED

Both Officers must approve the following actions when amounts exceed individual authority but are below Major Decision thresholds:

Category	Threshold Requiring Joint Approval	Major Decision Threshold
Contracts and Agreements	\$10,001 - \$50,000	Over \$50,000
Employment Agreements	\$75,001 - \$120,000 annual	Over \$120,000 annual
Vendor Agreements	\$10,001 - \$25,000	Over \$25,000
Professional Services	\$10,001 - \$25,000	Over \$25,000
Capital Expenditures	\$10,001 - \$25,000	Over \$25,000
Marketing Campaigns	\$10,001 - \$25,000	Over \$25,000

III. EMERGENCY AUTHORITY

In circumstances requiring immediate action to prevent material harm to the Company:

- Either Officer may take necessary action up to \$25,000 without prior approval
- The acting Officer must notify the other Officer within 24 hours
- The action must be ratified at the next Manager meeting
- Emergency authority may only be used for genuine emergencies threatening:

- Data security or system integrity
- Legal compliance or regulatory requirements
- Physical safety or property damage
- Irreparable business harm

IV. SPECIFIC DEPARTMENTAL RESPONSIBILITIES

A. Chief Executive Officer Responsibilities

The CEO shall have primary responsibility for:

- (a) Setting and executing company strategy and vision
- (b) Managing investor and board relations
- (c) Overseeing financial planning and management
- (d) Leading sales and business development efforts
- (e) Managing external partnerships and strategic relationships
- (f) Overseeing legal and regulatory compliance
- (g) Managing human resources and company culture
- (h) Representing the Company to external stakeholders

B. Chief Product Officer Responsibilities

The CPO shall have primary responsibility for:

- (a) Defining product vision and roadmap
- (b) Managing software development lifecycle
- (c) Overseeing technical architecture decisions
- (d) Managing engineering team and resources
- (e) Ensuring platform security and HIPAA compliance
- (f) Managing technology infrastructure and operations
- (g) Overseeing quality assurance and testing

(h) Managing technical vendor relationships

V. REPORTING REQUIREMENTS

Each Officer shall provide the following reports to the Managers:

Report Type	Frequency	Contents
Financial Summary	Monthly	P&L, cash position, burn rate, runway
Sales Pipeline	Monthly	Leads, opportunities, closed deals, MRR
Product Development	Bi-weekly	Sprint progress, releases, technical issues
Strategic Initiatives	Quarterly	Progress on major goals, market analysis

EXHIBIT A

FORM OF PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

This Proprietary Information and Inventions Assignment Agreement (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between ClearHive Health LLC, a Delaware limited liability company (the "Company"), and _____ ("Consultant/Employee").

RECITALS

WHEREAS, the Company desires to engage Consultant/Employee to provide services to the Company; and

WHEREAS, in connection with such engagement, Consultant/Employee will have access to the Company's Confidential Information and may create inventions and other work product for the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - CONFIDENTIAL INFORMATION

1.1 Definition of Confidential Information

"Confidential Information" means all information, whether written, oral, visual, electronic, or in any other form, that is disclosed to or learned by Consultant/Employee in connection with Consultant/Employee's engagement with the Company and that relates to the Company's business, including but not limited to:

- (a) Trade secrets, inventions, innovations, discoveries, improvements, research, development, test results, specifications, data, know-how,

formats, designs, processes, procedures, methods, techniques, systems, algorithms, source code, object code, software, and databases;

- (b) Information regarding products, services, customers, customer lists, customer data, suppliers, supplier lists, prices, costs, marketing plans, business plans, financial information, forecasts, projections, and analyses;
- (c) Information regarding employees, consultants, compensation, and skills;
- (d) Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations;
- (e) Any other information that is marked or identified as confidential or proprietary, or that would reasonably be considered confidential under the circumstances.

1.2 Non-Disclosure Obligations

Consultant/Employee agrees to:

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third parties without the Company's prior written consent;
- (c) Not use Confidential Information for any purpose other than performing services for the Company;
- (d) Take all reasonable precautions to prevent unauthorized disclosure of Confidential Information, using at least the same degree of care that Consultant/Employee uses to protect his/her own confidential information, but in no event less than reasonable care;
- (e) Comply with all Company policies and procedures regarding the protection of Confidential Information and PHI;
- (f) Immediately notify the Company of any unauthorized use or disclosure of Confidential Information.

1.3 HIPAA Compliance

Consultant/Employee acknowledges that the Company is subject to HIPAA and agrees to:

- (a) Complete all required HIPAA training provided by the Company;
- (b) Access PHI only to the extent necessary to perform assigned duties;
- (c) Not disclose PHI except as permitted by HIPAA and Company policies;
- (d) Report any suspected breach of PHI immediately to the Company's Privacy Officer;
- (e) Comply with all applicable HIPAA requirements and Company HIPAA policies and procedures.

ARTICLE 2 - INVENTIONS AND WORK PRODUCT

2.1 Disclosure of Inventions

Consultant/Employee agrees to promptly disclose to the Company all inventions, discoveries, developments, concepts, ideas, improvements, trade secrets, works of authorship, software, documentation, designs, and other work product ("Inventions") that Consultant/Employee conceives, develops, creates, or reduces to practice, whether solely or jointly with others, during the period of engagement with the Company that:

- (a) Relate to the Company's business or actual or demonstrably anticipated research or development;
- (b) Result from any work performed for the Company;
- (c) Use any Company time, equipment, supplies, facilities, or Confidential Information; or
- (d) Relate to the Company's products, services, or technology.

2.2 Assignment of Inventions

Consultant/Employee hereby assigns and agrees to assign to the Company all right, title, and interest in and to all Inventions, including all intellectual property rights therein. Consultant/Employee agrees to execute all documents and take all

actions reasonably requested by the Company to evidence, perfect, and enforce the Company's ownership of Inventions, including but not limited to:

- (a) Executing patent, copyright, or trademark applications;
- (b) Executing assignments and other documents;
- (c) Providing testimony in legal proceedings;
- (d) Assisting in the prosecution or defense of intellectual property rights.

2.3 Moral Rights

To the extent Consultant/Employee has any moral rights in any Inventions that cannot be assigned, Consultant/Employee hereby waives such moral rights and agrees not to assert them against the Company or its successors, assigns, or licensees.

2.4 Pre-Existing Inventions

Attached as Appendix A is a list of all inventions, works of authorship, and intellectual property that Consultant/Employee created prior to engagement with the Company and desires to exclude from this Agreement ("Prior Inventions"). If no Prior Inventions are listed, Consultant/Employee represents that there are no Prior Inventions.

ARTICLE 3 - RESTRICTIVE COVENANTS

3.1 Non-Competition

During engagement with the Company and for twelve (12) months thereafter, Consultant/Employee shall not directly or indirectly engage in, or assist others in engaging in, any business that competes with the Company's business of developing HIPAA-compliant software for behavioral health and care coordination within the United States.

3.2 Non-Solicitation

During engagement with the Company and for twelve (12) months thereafter, Consultant/Employee shall not directly or indirectly:

- (a) Solicit or attempt to solicit any employee or consultant of the Company to terminate their relationship with the Company;

- (b) Solicit or attempt to solicit any customer or client of the Company to terminate or reduce their business with the Company;
- (c) Hire or engage any person who is or was an employee or consultant of the Company within the preceding twelve (12) months.

ARTICLE 4 - RETURN OF COMPANY PROPERTY

Upon termination of engagement or upon Company request, Consultant/Employee shall immediately return all Company property, including but not limited to:

- (a) All documents, files, records, and materials containing Confidential Information;
- (b) All Company equipment, devices, access cards, and keys;
- (c) All copies of Company software, code, and documentation;
- (d) All other Company property in Consultant/Employee's possession or control.

ARTICLE 5 - GENERAL PROVISIONS

5.1 At-Will Employment

If Consultant/Employee is an employee, employment is at-will and may be terminated by either party at any time with or without cause or notice. This Agreement does not constitute a contract of employment for any specific term.

5.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

5.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, whether written or oral.

5.4 Severability

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

5.5 Injunctive Relief

Consultant/Employee acknowledges that breach of this Agreement would cause irreparable harm to the Company for which monetary damages would be inadequate. The Company shall be entitled to injunctive relief and specific performance without the necessity of posting bond.

5.6 Survival

The obligations under this Agreement shall survive termination of Consultant/Employee's engagement with the Company.

CONSULTANT/EMPLOYEE:

Name: _____

Date: _____

COMPANY:

ClearHive Health LLC

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A - PRIOR INVENTIONS

[List any prior inventions or write "NONE"]

EXHIBIT B

FORM OF SOFTWARE LICENSING AGREEMENT

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this "Agreement") is entered into as of _____, 2025 (the "Effective Date"), by and between ClearHive Health LLC, a Delaware limited liability company ("Provider"), and _____, a _____ ("Customer").

RECITALS

WHEREAS, Provider has developed and operates a proprietary software platform for behavioral health aftercare coordination (the "Platform");

WHEREAS, Customer desires to access and use the Platform pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement:

"Authorized Users" means Customer's employees and contractors authorized to access the Platform.

"Customer Data" means all data, information, and content uploaded to or entered into the Platform by or on behalf of Customer.

"Documentation" means Provider's user guides, technical manuals, and online help for the Platform.

"PHI" means Protected Health Information as defined under HIPAA.

"Platform" means Provider's proprietary ClearHive software application and all Updates.

"Service Level Agreement" or "SLA" means the service level agreement attached as Exhibit A.

"Updates" means bug fixes, patches, minor enhancements, and new releases provided during the Term.

ARTICLE 2 - GRANT OF RIGHTS

2.1 License Grant

Subject to the terms and conditions of this Agreement, Provider grants Customer a non-exclusive, non-transferable, limited license during the Term to:

- (a) Access and use the Platform for Customer's internal business purposes;
- (b) Permit Authorized Users to access and use the Platform;
- (c) Use the Documentation in connection with the Platform.

2.2 Restrictions

Customer shall not:

- (a) License, sublicense, sell, resell, transfer, assign, or distribute the Platform;
- (b) Modify, reverse engineer, decompile, or create derivative works of the Platform;
- (c) Access the Platform to build a competitive product or service;
- (d) Use the Platform for any unlawful purpose or in violation of any applicable laws;
- (e) Exceed the usage limits set forth in the applicable Order Form.

ARTICLE 3 - FEES AND PAYMENT

3.1 Fees

Customer shall pay the fees set forth in the applicable Order Form. All fees are non-refundable except as expressly provided herein.

3.2 Payment Terms

Unless otherwise specified in an Order Form:

- (a) Fees are due in advance on a monthly or annual basis;
- (b) Payment is due within thirty (30) days of invoice;
- (c) Late payments accrue interest at 1.5% per month or the maximum permitted by law.

3.3 Taxes

Fees do not include taxes. Customer is responsible for all applicable taxes, excluding taxes based on Provider's income.

ARTICLE 4 - DATA PROTECTION AND HIPAA

4.1 Customer Data

- (a) Customer retains all ownership rights in Customer Data;
- (b) Provider may access Customer Data only to provide the Platform and support services;
- (c) Provider shall implement appropriate security measures to protect Customer Data.

4.2 HIPAA Compliance

If Customer Data includes PHI, the parties shall execute Provider's Business Associate Agreement ("BAA"), attached as Exhibit B.

4.3 Data Breach

Provider shall notify Customer within seventy-two (72) hours of discovering any unauthorized access to Customer Data and shall cooperate with Customer's investigation and remediation efforts.

ARTICLE 5 - WARRANTIES AND DISCLAIMERS

5.1 Provider Warranties

Provider warrants that:

- (a) The Platform will perform materially in accordance with the Documentation;
- (b) The Platform will be provided in accordance with the SLA;
- (c) Provider will comply with all applicable laws.

5.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM IS PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ARTICLE 6 - INDEMNIFICATION

6.1 Provider Indemnification

Provider shall defend, indemnify, and hold harmless Customer from claims that the Platform infringes any third-party intellectual property rights.

6.2 Customer Indemnification

Customer shall defend, indemnify, and hold harmless Provider from claims arising from: (a) Customer Data; (b) Customer's use of the Platform in violation of this Agreement; (c) Customer's violation of applicable laws.

ARTICLE 7 - LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID IN THE TWELVE MONTHS PRECEDING THE CLAIM.

ARTICLE 8 - TERM AND TERMINATION

8.1 Term

This Agreement begins on the Effective Date and continues for the initial term specified in the Order Form, automatically renewing for successive terms unless either party provides thirty (30) days' notice of non-renewal.

8.2 Termination for Cause

Either party may terminate immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within thirty (30) days of notice; or (b) becomes insolvent or subject to bankruptcy proceedings.

8.3 Effect of Termination

Upon termination: (a) Customer's access to the Platform shall cease; (b) each party shall return or destroy the other's Confidential Information; (c) Customer may request export of Customer Data within thirty (30) days.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Governing Law

This Agreement is governed by Delaware law without regard to conflict of law principles.

9.2 Entire Agreement

This Agreement, including all exhibits and Order Forms, constitutes the entire agreement between the parties.

9.3 Amendment

This Agreement may only be amended in writing signed by both parties.

9.4 Assignment

Neither party may assign this Agreement without the other's prior written consent, except Provider may assign to an acquirer of substantially all its assets.

PROVIDER:

ClearHive Health LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

[Customer Name]

By: _____

Name: _____

Title: _____

Date: _____