

# CLEARHIVE HEALTH LLC

A Delaware Limited Liability Company

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## LIMITED LIABILITY COMPANY

## OPERATING AGREEMENT

OF

## CLEARHIVE HEALTH LLC

DATED AS OF SEPTEMBER 1, 2025

**THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (this "**Agreement**") of ClearHive Health LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "**Company**"), is entered into and shall be effective as of September 1, 2025 (the "**Effective Date**"), by and among the Company and the undersigned members (each individually a "**Member**" and collectively, the "**Members**").

## RECITALS

**WHEREAS**, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "**Act**"), by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on or about the date hereof;

**WHEREAS**, Christopher John Martin Molina, an individual born May 29, 1996 ("**Molina**"), has developed and owns certain proprietary technology, software, intellectual property rights,

and related assets more particularly described in Schedule A attached hereto (the **"Contributed IP"**);

**WHEREAS**, Michael Giresi, an individual born February 4, 1991 ("**Giresi**"), desires to contribute One Hundred Thousand Dollars (\$100,000.00) in immediately available funds (the **"Initial Cash Contribution"**);

**WHEREAS**, the Members desire to enter into this Agreement to define and regulate their respective rights, privileges, duties, and obligations with respect to the Company and to provide for the governance, management, and operation of the Company;

**WHEREAS**, the Members intend that this Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

# ARTICLE I

## DEFINITIONS

### Section 1.1 Defined Terms

As used in this Agreement, the following terms shall have the meanings set forth below:

**"Act"** has the meaning set forth in the Recitals.

**"Adjusted Capital Account"** means, with respect to any Member, such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

**"Affiliate"** means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

**"Agreement"** means this Limited Liability Company Operating Agreement, as it may be amended, modified, or supplemented from time to time in accordance with the terms hereof.

**"Available Cash"** means, at any time, all cash and cash equivalents of the Company less: (i) such reserves as the Managers determine in their reasonable discretion are necessary or appropriate for the payment of Company expenses, liabilities, and obligations, including, without limitation, the Minimum Cash Reserve; and (ii) amounts required for Tax Distributions.

**"Capital Account"** means, with respect to any Member, the capital account maintained for such Member in accordance with Section 5.2.

**"Capital Contribution"** means, with respect to any Member, the aggregate amount of cash and the Fair Market Value of any property (other than cash) contributed to the Company by such Member, including the Contributed IP and the Initial Cash Contribution.

**"Certificate"** means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware, as it may be amended from time to time.

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

**"Company Property"** means all real and personal property owned by the Company.

**"Confidential Information"** has the meaning set forth in Section 11.3.

**"Contributed IP"** has the meaning set forth in the Recitals.

**"Disability"** means, with respect to any Member, that such Member has been unable to perform his material duties to the Company for a period of one hundred eighty (180) consecutive days or for one hundred eighty (180) days during any three hundred sixty-five (365) day period, as determined by a physician mutually acceptable to the Company and such Member (or his legal representative).

**"Distribution"** means a distribution made by the Company to a Member, whether in cash, property, or securities of the Company.

**"Fair Market Value"** means, with respect to any asset or property, the fair market value thereof as determined in accordance with Section 10.3.

**"Fiscal Year"** means the Company's fiscal year, which shall be the calendar year unless otherwise determined by the Managers.

**"GAAP"** means United States generally accepted accounting principles, consistently applied.

**"Major Decision"** has the meaning set forth in Section 4.2.

**"Manager"** means a Person designated as a manager of the Company in accordance with Article III.

**"Member"** has the meaning set forth in the preamble.

**"Membership Interest"** means a Member's entire interest in the Company, including such Member's interest in the capital, profits, losses, and Distributions of the Company and the right to participate in the management of the Company.

**"Minimum Cash Reserve"** means cash reserves equal to six (6) months of the Company's projected operating expenses, as reasonably determined by the Managers.

**"Percentage Interest"** means, with respect to any Member, the percentage set forth opposite such Member's name on Schedule B attached hereto, as such schedule may be amended from time to time.

**"Person"** means any individual, partnership, limited liability company, corporation, trust, estate, association, or other entity.

**"Transfer"** means any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation, or other disposition, whether voluntary, involuntary, or by operation of law.

**"Treasury Regulations"** means the regulations promulgated under the Code, as amended from time to time.

## **ARTICLE II**

### **ORGANIZATIONAL MATTERS**

#### **Section 2.1 Formation**

The Company has been formed as a limited liability company pursuant to the provisions of the Act by the filing of the Certificate with the Secretary of State of the State of Delaware. The Members hereby ratify the formation of the Company and agree to be bound by the terms and conditions of this Agreement.

#### **Section 2.2 Name**

The name of the Company shall be "ClearHive Health LLC." The Company may conduct business under such name and under any other name or names that the Managers may designate from time to time. The Managers shall file any certificates or notices required or permitted by law to be filed in connection with the Company's use of any name other than "ClearHive Health LLC."

#### **Section 2.3 Purpose and Powers**

(a) The purpose of the Company is to: (i) develop, own, license, market, and operate software applications, platforms, and related technology services designed for healthcare providers, with a specific focus on HIPAA-compliant solutions for behavioral health, case management, and care coordination; (ii) provide consulting, implementation, training, and support services related to such software and technology; and (iii) engage in any other lawful business, purpose, or activity permitted under the Act and approved by the requisite Member vote as set forth herein.

(b) The Company shall have all powers necessary, appropriate, or incidental to the accomplishment of its purposes, including, without limitation, all powers granted to limited liability companies under the Act.

#### **Section 2.4 Principal Office**

The principal office of the Company shall be located at such location as the Managers may from time to time designate. The Company may maintain such other offices at such other places as the Managers deem advisable.

## **Section 2.5 Registered Office and Registered Agent**

The Company's registered office in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time. The Company's registered agent in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person as the Managers may designate from time to time.

## **Section 2.6 Term**

The Company shall continue in existence perpetually unless and until the Company is dissolved in accordance with Article XII of this Agreement.

## ARTICLE III

### MEMBERS AND MEMBERSHIP INTERESTS

#### Section 3.1 Members

The names, addresses, and Percentage Interests of the Members are set forth on Schedule B attached hereto. The Managers shall update Schedule B from time to time to reflect any changes in the identity of the Members or their respective Percentage Interests.

#### Section 3.2 Membership Interests; Vesting

(a) **Initial Percentage Interests.** The Members shall have the following initial Percentage Interests in the Company:

(i) Christopher John Martin Molina: Sixty-five percent (65%), which shall be fully vested as of the Effective Date in consideration for the contribution of the Contributed IP.

(ii) Michael Giresi: Thirty-five percent (35%), which shall be fully vested as of the Effective Date, plus an additional five percent (5%) (the "**Additional Interest**"), which shall vest in accordance with subsection (b) below.

(b) **Vesting of Additional Interest.** The Additional Interest shall vest in thirty-six (36) equal monthly installments commencing on the first day of the first full calendar month following the Effective Date, subject to Giresi's continued active involvement with the Company. For purposes of this Section 3.2(b), "active involvement" means the devotion of substantially all of Giresi's business time and efforts to the business and affairs of the Company, subject to reasonable vacation, sick leave, and other customary absences.

(c) **Acceleration.** The Additional Interest shall immediately vest in full upon the occurrence of any of the following events: (i) a Sale of the Company (as defined below); (ii) the termination of Giresi's involvement with the Company by the Company without Cause (as defined below); or (iii) Giresi's death or Disability.

(d) **Forfeiture.** Any unvested portion of the Additional Interest shall be forfeited immediately upon the termination of Giresi's involvement with the Company for any reason other than those specified in subsection (c) above.



### **Section 3.3 Reserved Equity Pool**

The Members may, by unanimous written consent, reserve up to five percent (5%) of the Membership Interests for issuance to employees, consultants, advisors, or other service providers of the Company pursuant to an equity incentive plan or individual agreements approved by the Members. Any such issuance shall dilute the existing Members' Percentage Interests on a pro rata basis.

### **Section 3.4 No Additional Capital Contributions**

No Member shall be required or permitted to make any additional Capital Contributions to the Company except as unanimously approved in writing by all Members or as otherwise expressly provided in this Agreement.

### **Section 3.5 No Interest on Capital Contributions**

No Member shall be entitled to receive interest on its Capital Contributions.

### **Section 3.6 Return of Capital Contributions**

No Member shall be entitled to the return of any part of its Capital Contributions or to be paid interest in respect of its Capital Account. An unrepaid Capital Contribution is not a liability of the Company or of any Member.

## ARTICLE IV MANAGEMENT

### Section 4.1 Management by Managers

(a) **Manager-Managed.** The Company shall be managed by one or more Managers. The Managers shall have full, exclusive, and complete authority, power, and discretion to manage and control the business, affairs, and Company Property, 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's business, except as otherwise specifically provided in this Agreement.

(b) **Initial Managers.** The initial Managers of the Company shall be Christopher John Martin Molina and Michael Giresi.

(c) **Number; Tenure.** The number of Managers may be increased or decreased by the affirmative vote of Members holding a majority of the Percentage Interests. Each Manager shall hold office until such Manager's successor is elected and qualified or until such Manager's earlier death, resignation, or removal.

### Section 4.2 Major Decisions

Notwithstanding Section 4.1, the following actions (each, a "**Major Decision**") shall require the prior written consent of all Members:

- (a) Admission of any new Member to the Company;
- (b) Issuance of any Membership Interests or any securities convertible into or exchangeable for Membership Interests;
- (c) Any borrowing or incurrence of indebtedness by the Company in excess of Twenty-Five Thousand Dollars (\$25,000) in any single transaction or Fifty Thousand Dollars (\$50,000) in the aggregate;
- (d) Entry into any contract, agreement, or commitment involving aggregate payments by or to the Company in excess of Fifty Thousand Dollars (\$50,000) per annum;
- (e) Any merger, consolidation, conversion, domestication, or other business combination involving the Company, or the sale of all or substantially all of the Company's assets (a "**Sale of the Company**");
- (f) The voluntary dissolution, liquidation, or winding up of the Company;

- (g) Any amendment to this Agreement or the Certificate;
- (h) The hiring or termination of any employee, consultant, or advisor with total annual compensation exceeding One Hundred Twenty Thousand Dollars (\$120,000);
- (i) Any change in the Company's principal line of business;
- (j) The establishment of any subsidiary or the acquisition of any equity interest in any other Person;
- (k) Any Distribution other than Tax Distributions;
- (l) The adoption or amendment of any equity incentive plan;
- (m) Any transaction between the Company and any Member or Affiliate of a Member;
- (n) The selection or dismissal of the Company's independent accountants or legal counsel;
- (o) Any material change in the Company's accounting methods or tax elections;
- (p) The commencement or settlement of any litigation, arbitration, or other proceeding involving amounts in excess of Twenty-Five Thousand Dollars (\$25,000).

### Section 4.3 Officers

- (a) **Designation.** The Managers may, from time to time, designate one or more Persons as officers of the Company (each, an "**Officer**"). No Officer need be a Member or Manager. Any number of offices may be held by the same Person.
- (b) **Initial Officers.** The initial Officers of the Company shall be:
  - (i) Michael Giresi: President and Chief Executive Officer
  - (ii) Christopher John Martin Molina: Chief Product Officer
- (c) **Authority.** Each Officer shall have such authority and perform such duties as the Managers may from time to time determine, subject to the limitations set forth in Schedule C attached hereto. Any Officer may be removed by the Managers at any time with or without cause.

### Section 4.4 Deadlock Resolution

- (a) **Negotiation Period.** In the event the Members are unable to reach agreement on any Major Decision, the Members shall negotiate in good faith for a period of ten (10) Business Days to resolve such deadlock.

(b) **Mediation.** If the deadlock is not resolved within such ten (10) Business Day period, the matter shall be submitted to mediation before a single mediator in accordance with the Commercial Mediation Rules of the American Arbitration Association ("AAA"). The mediation shall be held in Wilmington, Delaware.

(c) **Baseball Arbitration.** If the deadlock is not resolved through mediation within thirty (30) days after the commencement of mediation, the matter shall be submitted to binding "baseball arbitration" before a single arbitrator in accordance with the Commercial Arbitration Rules of the AAA. Each Member shall submit a proposed resolution, and the arbitrator shall select one of the proposed resolutions without modification. The arbitration shall be held in Wilmington, Delaware, and the arbitrator's decision shall be final and binding.

(d) **Equitable Relief.** Notwithstanding the foregoing, any Member may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent or remedy any breach or threatened breach of Article VIII (Intellectual Property), Article XI (Restrictive Covenants), or any other provision of this Agreement for which monetary damages would be inadequate.

## Section 4.5 Compensation of Managers and Officers

(a) **Base Compensation.** No Manager or Officer shall receive any salary, fee, or other compensation for services rendered to the Company in such capacity until the Company achieves either: (i) Fifty Thousand Dollars (\$50,000) in monthly recurring revenue for three (3) consecutive months; or (ii) receipt of outside capital investment of at least Five Hundred Thousand Dollars (\$500,000).

(b) **Deferred Compensation.** If the Members unanimously agree to accrue compensation prior to the satisfaction of the conditions in subsection (a), such deferred amounts shall be recorded as an obligation of the Company payable when cash flow permits, as determined by the Managers in their reasonable discretion.

## Section 4.6 Reimbursement of Expenses

The Company shall reimburse each Manager and Officer for all reasonable out-of-pocket expenses incurred by such Person in connection with the performance of his or her duties to the Company, subject to the Company's expense reimbursement policies as established by the Managers from time to time.

## ARTICLE V

### CAPITAL ACCOUNTS AND ALLOCATIONS

#### Section 5.1 Capital Contributions

(a) **Initial Capital Contributions.** The Members have made the following initial Capital Contributions to the Company:

(i) Christopher John Martin Molina: The Contributed IP, which the Members agree has a Fair Market Value equal to the value necessary to support his initial Sixty-five percent (65%) Percentage Interest.

(ii) Michael Giresi: One Hundred Thousand Dollars (\$100,000) in cash.

(b) **Additional Capital Contributions.** If the Company requires additional capital and the Members unanimously approve additional Capital Contributions, such contributions may be structured as either: (i) loans to the Company bearing interest at not less than the applicable federal rate under Section 1274(d) of the Code; or (ii) additional equity investments at a valuation unanimously agreed upon by the Members.

#### Section 5.2 Capital Accounts

(a) **Establishment and Maintenance.** The Company shall establish and maintain a separate Capital Account for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). Each Member's Capital Account shall be credited with such Member's Capital Contributions and allocations of Profits, and debited with Distributions to such Member and allocations of Losses.

(b) **Transfers.** Upon the Transfer of all or part of a Membership Interest in accordance with the terms of this Agreement, the Capital Account of the transferor that is attributable to the transferred Membership Interest shall carry over to the transferee in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(l).

#### Section 5.3 Allocations of Profits and Losses

(a) **General Allocations.** After giving effect to the special allocations set forth in Section 5.4, Profits and Losses for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

(b) **Tax Allocations.** For federal, state, and local income tax purposes, each item of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members in the same manner as the corresponding items are allocated for book purposes under this Article V, except as otherwise required by Code Section 704(c) and the Treasury Regulations thereunder.

## Section 5.4 Special Allocations

The following special allocations shall be made in the following order:

(a) **Minimum Gain Chargeback.** Notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in accordance with Treasury Regulations Section 1.704-2(f).

(b) **Member Minimum Gain Chargeback.** Notwithstanding any other provision of this Article V except Section 5.4(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member who has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in accordance with Treasury Regulations Section 1.704-2(i)(4).

(c) **Qualified Income Offset.** If any Member unexpectedly receives any adjustments, allocations, or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Member as quickly as possible.

(d) **Nonrecourse Deductions.** Nonrecourse Deductions for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

(e) **Member Nonrecourse Deductions.** Member Nonrecourse Deductions for any Fiscal Year shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

## ARTICLE VI

### DISTRIBUTIONS

#### Section 6.1 Distributions Generally

- (a) **Timing and Amounts.** Distributions shall be made at such times and in such amounts as determined by the Managers in their reasonable discretion, subject to the requirements of this Article VI.
- (b) **Minimum Cash Reserve.** No Distributions (other than Tax Distributions) shall be made unless, after giving effect to such Distribution, the Company maintains the Minimum Cash Reserve.
- (c) **Pro Rata Distributions.** Except as otherwise provided in this Agreement, all Distributions shall be made to the Members in proportion to their respective Percentage Interests.

#### Section 6.2 Tax Distributions

- (a) **Quarterly Distributions.** Subject to the availability of Available Cash, the Company shall make quarterly distributions to each Member in an amount equal to such Member's Assumed Tax Liability for such quarter.
- (b) **Assumed Tax Liability.** For purposes of this Section 6.2, a Member's "**Assumed Tax Liability**" for any period means the product of (i) the cumulative taxable income allocated to such Member for the current Fiscal Year through the end of such period, multiplied by (ii) the Assumed Tax Rate, less (iii) all prior Tax Distributions made to such Member for the current Fiscal Year.
- (c) **Assumed Tax Rate.** The "**Assumed Tax Rate**" means the highest combined marginal federal, state, and local income tax rate applicable to any Member, taking into account the character of the Company's income and the deductibility of state and local taxes for federal income tax purposes.
- (d) **Advance Against Future Distributions.** All Tax Distributions shall be treated as advances against, and shall reduce, subsequent Distributions to which the recipient would otherwise be entitled.

## **ARTICLE VII**

### **BOOKS AND RECORDS; TAX MATTERS**

#### **Section 7.1 Books and Records**

(a) **Maintenance.** The Company shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained at the Company's principal office or at such other location as the Managers may determine.

(b) **Inspection Rights.** Each Member and its duly authorized representatives shall have the right, at reasonable times and upon reasonable prior notice, to inspect and copy, at such Member's expense, the books and records of the Company for any purpose reasonably related to such Member's interest as a Member.

#### **Section 7.2 Financial Statements and Reports**

(a) **Annual Financial Statements.** Within ninety (90) days after the end of each Fiscal Year, the Company shall prepare and deliver to each Member:

- (i) A balance sheet of the Company as of the end of such Fiscal Year;
- (ii) A statement of income and Member's equity for such Fiscal Year;
- (iii) A statement of cash flows for such Fiscal Year; and
- (iv) Such other financial information as any Member may reasonably request.

(b) **Tax Information.** Within seventy-five (75) days after the end of each Fiscal Year (or such earlier date as may be required for any Member to timely file its federal income tax return), the Company shall deliver to each Member a Schedule K-1 and such other information as may be necessary for the preparation of such Member's federal, state, and local income tax returns.

#### **Section 7.3 Tax Elections**

(a) **Partnership Tax Treatment.** The Members intend that the Company be treated as a partnership for federal and applicable state and local income tax purposes. The Company shall file all tax returns consistent with such treatment and shall not make any election to be treated as an association taxable as a corporation.



(b) **Tax Matters Partner.** Michael Giresi is hereby designated as the "tax matters partner" of the Company within the meaning of Code Section 6231(a)(7) (or the "partnership representative" under the partnership audit rules effective for taxable years beginning after December 31, 2017). The tax matters partner/partnership representative shall have all of the rights, duties, and powers provided for in the Code and Treasury Regulations.

## ARTICLE VIII

### INTELLECTUAL PROPERTY

#### Section 8.1 Contributed Intellectual Property

(a) **Transfer and Assignment.** Molina hereby irrevocably assigns, transfers, and conveys to the Company all of his right, title, and interest in and to the Contributed IP, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein.

(b) **Further Assurances.** Molina agrees to execute and deliver such further instruments and documents and to take such other actions as the Company may reasonably request to evidence, perfect, or enforce the Company's ownership of the Contributed IP.

#### Section 8.2 Work Product

(a) **Company Ownership.** All inventions, discoveries, developments, innovations, improvements, know-how, ideas, concepts, methods, processes, formulae, techniques, trade secrets, works of authorship, software, documentation, and other work product conceived, developed, created, or reduced to practice by any Member, employee, consultant, or contractor of the Company, whether solely or jointly with others, in connection with or related to the business of the Company (collectively, "**Work Product**"), shall be the sole and exclusive property of the Company.

(b) **Assignment.** Each Member hereby irrevocably assigns to the Company all of such Member's right, title, and interest in and to any Work Product. Each Member agrees to execute and deliver such instruments and documents and to take such other actions as the Company may reasonably request to evidence, perfect, or enforce the Company's ownership of Work Product.

#### Section 8.3 Proprietary Information and Inventions Assignment Agreements

The Company shall require all employees, consultants, and independent contractors to execute a Proprietary Information and Inventions Assignment Agreement in substantially the form attached hereto as Exhibit A.

## **Section 8.4 Open Source Compliance**

The Company shall maintain a register of all open source software used in the Company's products and services and shall ensure compliance with all applicable open source licenses. The Managers shall establish and maintain appropriate policies and procedures for open source usage and compliance.

## ARTICLE IX

### CODE ESCROW AND BUSINESS CONTINUITY

#### Section 9.1 Source Code Escrow

(a) **Establishment.** The Company shall establish and maintain an encrypted escrow of all source code, documentation, credentials, and other materials necessary for the continued operation and development of the Company's software and technology (the "**Escrowed Materials**").

(b) **Updates.** The Escrowed Materials shall be updated not less frequently than quarterly or upon any material changes to the Company's software or technology.

#### Section 9.2 Release Conditions

(a) **Triggering Events.** The Escrowed Materials shall be released to the Company or its designated representative upon the occurrence of any of the following events:

- (i) The death of Molina;
- (ii) The Disability of Molina;
- (iii) The termination of Molina's involvement with the Company for Cause; or
- (iv) Other circumstances unanimously approved by the Members.

(b) **Use Restrictions.** The Escrowed Materials may be used solely for the purpose of continuing the Company's operations and may not be used for any competing business or venture.

#### Section 9.3 Escrow Agent

The Company shall engage a reputable third-party escrow agent to hold the Escrowed Materials pursuant to an escrow agreement in form and substance reasonably acceptable to the Members.

## ARTICLE X

### TRANSFER RESTRICTIONS

#### Section 10.1 General Prohibition on Transfers

No Member may Transfer all or any portion of its Membership Interest except in accordance with this Article X. Any purported Transfer in violation of this Article X shall be null and void ab initio and of no force or effect.

#### Section 10.2 Right of First Refusal

(a) **Notice of Proposed Transfer.** If any Member (the "**Selling Member**") receives a bona fide offer from a third party to purchase all or any portion of such Member's Membership Interest and desires to accept such offer, the Selling Member shall promptly deliver written notice (the "**ROFR Notice**") to the Company and the other Members (the "**Non-Selling Members**") setting forth:

- (i) The name and address of the prospective purchaser;
- (ii) The purchase price and other material terms and conditions of the proposed Transfer;
- (iii) A copy of the written offer or, if the offer is not in writing, a detailed written description of the offer; and
- (iv) Such other information as the Company or the Non-Selling Members may reasonably request.

(b) **Exercise of Right.** The Company shall have the right, exercisable by written notice to the Selling Member within thirty (30) days after receipt of the ROFR Notice, to purchase all (but not less than all) of the Membership Interest proposed to be sold on the same terms and conditions as set forth in the ROFR Notice. If the Company does not exercise its right, each Non-Selling Member shall have the right, exercisable by written notice to the Selling Member within forty-five (45) days after receipt of the ROFR Notice, to purchase its pro rata share (based on relative Percentage Interests) of the Membership Interest proposed to be sold on the same terms and conditions as set forth in the ROFR Notice.

(c) **Closing.** If the Company or the Non-Selling Members exercise their rights under this Section 10.2, the closing of such purchase shall occur within sixty (60) days after the exercise notice is delivered.

(d) **Sale to Third Party.** If neither the Company nor the Non-Selling Members exercise their rights under this Section 10.2, the Selling Member may Transfer the Membership Interest to the third party identified in the ROFR Notice on terms no more favorable to the purchaser than those set forth in the ROFR Notice, provided that such Transfer is completed within ninety (90) days after the expiration of the exercise periods set forth above.

### Section 10.3 Involuntary Transfers

(a) **Triggering Events.** Upon the occurrence of any of the following events with respect to any Member (the "**Affected Member**"):

- (i) Death;
- (ii) Disability;
- (iii) Termination of employment or involvement with the Company;
- (iv) Bankruptcy, insolvency, or assignment for the benefit of creditors;
- (v) Divorce or legal separation resulting in a court order or settlement agreement affecting the Member's Membership Interest; or
- (vi) Any involuntary Transfer by operation of law;

The Company and the other Members shall have the option to purchase all (but not less than all) of the Affected Member's Membership Interest.

(b) **Exercise of Option.** The Company shall have the first option, exercisable by written notice to the Affected Member (or such Member's legal representative) within sixty (60) days after the Company receives notice of the triggering event, to purchase the Affected Member's Membership Interest. If the Company does not exercise its option, the other Members shall have the option, exercisable by written notice within ninety (90) days after the Company receives notice of the triggering event, to purchase the Affected Member's Membership Interest pro rata based on their relative Percentage Interests.

(c) **Purchase Price.** The purchase price for the Affected Member's Membership Interest shall be the Fair Market Value thereof as of the date of the triggering event.

(d) **Determination of Fair Market Value.** Fair Market Value shall be determined as follows:

- (i) The Company and the Affected Member (or such Member's legal representative) shall each select an independent appraiser within

fifteen (15) days after the exercise notice is delivered.

(ii) If the two appraisals differ by less than ten percent (10%), the Fair Market Value shall be the average of the two appraisals.

(iii) If the two appraisals differ by ten percent (10%) or more, the two appraisers shall jointly select a third independent appraiser within fifteen (15) days, and the Fair Market Value shall be the average of the two closest appraisals.

(iv) All appraisers shall be instructed to determine Fair Market Value as of the date of the triggering event, without regard to any discounts for minority interest or lack of marketability.

(e) **Payment Terms.** The purchase price may be paid as follows: (i) twenty percent (20%) in cash at closing; and (ii) the balance in equal monthly installments over twenty-four (24) months, with interest at the applicable federal rate under Section 1274(d) of the Code. The purchaser may prepay all or any portion of the deferred purchase price at any time without penalty.

## **Section 10.4 Permitted Transfers**

Notwithstanding the foregoing provisions of this Article X, a Member may Transfer all or any portion of its Membership Interest:

- (a) To a trust for the benefit of such Member or such Member's immediate family members, provided that such Member retains sole voting and dispositive power over such Membership Interest;
- (b) To an entity wholly owned and controlled by such Member;
- (c) Pursuant to a Sale of the Company approved in accordance with Section 4.2; or
- (d) With the prior written consent of all other Members.

## **Section 10.5 Conditions to Transfer**

No Transfer of any Membership Interest shall be effective unless and until:

- (a) The transferee executes and delivers to the Company a joinder to this Agreement in form and substance reasonably acceptable to the Company;
- (b) The transferor and transferee execute and deliver such other instruments as the Company may reasonably request;
- (c) The Transfer complies with all applicable federal and state securities laws; and

(d) The Company receives an opinion of counsel, in form and substance reasonably acceptable to the Company, that the Transfer will not cause the Company to be treated as a "publicly traded partnership" within the meaning of Code Section 7704.



## **ARTICLE XI**

### **RESTRICTIVE COVENANTS**

#### **Section 11.1 Non-Competition**

(a) **Covenant.** During the term of this Agreement and for a period of two (2) years following the date on which a Member ceases to be a Member of the Company for any reason, such Member shall not, directly or indirectly, whether as an owner, partner, member, shareholder, consultant, agent, employee, co-venturer, or otherwise, engage in, or have any ownership interest in, or participate in the financing, operation, management, or control of, any Person that competes with the Company in the business of developing, marketing, or providing HIPAA-compliant software solutions for behavioral health, case management, or care coordination within the United States.

(b) **Exceptions.** Nothing in this Section 11.1 shall prohibit a Member from:

- (i) Owning up to two percent (2%) of the outstanding securities of any publicly traded company;
- (ii) Performing services for any enterprise that derives less than five percent (5%) of its consolidated gross revenues from competing activities; or
- (iii) Engaging in any business or activity unanimously approved in writing by all Members.

#### **Section 11.2 Non-Solicitation**

During the term of this Agreement and for a period of two (2) years following the date on which a Member ceases to be a Member of the Company for any reason, such Member shall not, directly or indirectly:

- (a) Solicit, induce, or attempt to induce any employee, consultant, or independent contractor of the Company to terminate his, her, or its relationship with the Company;
- (b) Hire or engage any person who is, or within the twelve (12) months preceding such hiring or engagement was, an employee, consultant, or independent contractor of the Company; or
- (c) Solicit, divert, or take away, or attempt to solicit, divert, or take away, any customer, client, or supplier of the Company.

## Section 11.3 Confidentiality

(a) **Definition.** "**Confidential Information**" means all non-public, proprietary, or confidential information of the Company, including, without limitation: (i) trade secrets, inventions, ideas, processes, formulae, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) business plans, financial information, budgets, projections, customer lists, supplier lists, and marketing plans; (iii) information regarding the skills and compensation of employees, consultants, and contractors; and (iv) any other information that is marked or identified as confidential or that would reasonably be considered confidential under the circumstances.

(b) **Non-Disclosure.** Each Member agrees that it will not, directly or indirectly, use, disclose, or permit to be disclosed any Confidential Information, except: (i) in the performance of such Member's duties to the Company; (ii) as required by law, court order, or governmental regulation, provided that the disclosing Member provides prior written notice to the Company and cooperates with the Company's efforts to seek protective treatment; or (iii) with respect to information that becomes publicly available through no breach of this Agreement.

(c) **Duration.** The obligations under this Section 11.3 shall survive the termination of this Agreement and continue in perpetuity.

## Section 11.4 Remedies

(a) **Irreparable Harm.** Each Member acknowledges and agrees that any breach or threatened breach of this Article XI would cause irreparable harm to the Company for which monetary damages would be an inadequate remedy.

(b) **Equitable Relief.** In the event of any breach or threatened breach of this Article XI, the Company shall be entitled to seek equitable relief, including, without limitation, temporary and permanent injunctive relief and specific performance, without the necessity of proving actual damages or posting any bond or other security.

(c) **Cumulative Remedies.** The remedies provided in this Section 11.4 are cumulative and in addition to any other remedies available at law or in equity.

## Section 11.5 Reformation

If any provision of this Article XI is held to be invalid or unenforceable for any reason, including, without limitation, because it is overly broad as to duration, geographical

scope, or scope of activities restricted, such provision shall be reformed to the maximum extent permitted by applicable law to provide the Company with the broadest protection permitted.

## ARTICLE XII

### DISSOLUTION AND LIQUIDATION

#### Section 12.1 Dissolution Events

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

- (a) The unanimous written consent of all Members;
- (b) The entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act;
- (c) The sale of all or substantially all of the Company's assets; or
- (d) Any other event causing dissolution under the Act, unless the Company is continued in accordance with the Act and this Agreement.

#### Section 12.2 Liquidation

(a) **Liquidator.** Upon dissolution, the Managers (or, if there are no Managers, the Members) shall act as liquidator or shall appoint one or more liquidators who shall have full authority to wind up the affairs of the Company and make final distribution as provided herein.

(b) **Liquidation Procedures.** The liquidator shall:

- (i) Give written notice of the commencement of liquidation to all known creditors and claimants;
- (ii) Liquidate the Company Property as promptly as practicable;
- (iii) Apply and distribute the proceeds of liquidation in the following order:
  - (A) To the payment of the costs and expenses of liquidation;
  - (B) To the payment of debts and liabilities of the Company (including debts and liabilities owed to Members) in the order of priority established by law;
  - (C) To the establishment of reserves that the liquidator deems necessary for contingent or unknown liabilities; and

(D) The balance, if any, to the Members in proportion to their respective Percentage Interests.

### **Section 12.3 Certificate of Cancellation**

Upon completion of the distribution of Company Property as provided in Section 12.2, the Company shall be terminated, and the liquidator shall file a Certificate of Cancellation with the Secretary of State of the State of Delaware and take such other actions as may be necessary to terminate the Company.

## **ARTICLE XIII**

### **INDEMNIFICATION**

#### **Section 13.1 Indemnification**

(a) **General.** To the fullest extent permitted by the Act and other applicable law, the Company shall indemnify, defend, and hold harmless each Manager, Officer, Member, and their respective Affiliates, and the officers, directors, shareholders, partners, members, employees, agents, and representatives of each of the foregoing (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with any claim, action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative, related to the conduct of the business of the Company or such Indemnified Person's status as a Manager, Officer, Member, or other service provider to the Company.

(b) **Exceptions.** The Company shall not be obligated to indemnify any Indemnified Person for any losses, claims, damages, liabilities, costs, or expenses arising out of such Indemnified Person's: (i) willful misconduct; (ii) bad faith; (iii) gross negligence; (iv) material breach of this Agreement; or (v) any transaction from which such Indemnified Person derived an improper personal benefit.

#### **Section 13.2 Advancement of Expenses**

To the fullest extent permitted by the Act, the Company shall advance to any Indemnified Person all reasonable costs and expenses incurred by such Indemnified Person in connection with any proceeding for which indemnification may be available under Section 13.1, provided that such Indemnified Person undertakes to repay such amounts if it is ultimately determined that such Indemnified Person is not entitled to indemnification.

#### **Section 13.3 Insurance**

The Company may purchase and maintain insurance on behalf of the Indemnified Persons against any liability that may be asserted against or incurred by such Persons in their capacities as Managers, Officers, Members, or other service providers to the Company, whether or not the Company would have the power to indemnify such Persons against such liability under this Article XIII or applicable law.

## **Section 13.4 Survival**

The provisions of this Article XIII shall survive the dissolution and liquidation of the Company and the termination of this Agreement.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

#### **Section 14.1 Notices**

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) when sent by electronic mail (with confirmation of transmission); (c) one (1) Business Day after being sent by overnight courier; or (d) three (3) Business Days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth on Schedule B (or to such other address as a party may designate by notice complying with this Section 14.1).

#### **Section 14.2 Entire Agreement**

This Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

#### **Section 14.3 Amendment**

This Agreement may not be amended, modified, or supplemented except by a written instrument executed by all Members.

#### **Section 14.4 Waiver**

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument executed by the party waiving such provision. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

#### **Section 14.5 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby, and the parties shall negotiate in good faith to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the



greatest extent possible, the economic, business, and other purposes of the invalid, illegal, or unenforceable provision.

## Section 14.6 Governing Law

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

## Section 14.7 Dispute Resolution

(a) **Negotiation.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation.

(b) **Mediation.** If any dispute is not resolved through negotiation within thirty (30) days, the parties shall submit the dispute to mediation in accordance with the Commercial Mediation Rules of the AAA. The mediation shall be held in Wilmington, Delaware.

(c) **Arbitration.** If any dispute is not resolved through mediation within sixty (60) days after the commencement of mediation, the dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. The arbitration shall be conducted before a single arbitrator in Wilmington, Delaware. The arbitrator's decision shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction.

(d) **Equitable Relief.** Notwithstanding the foregoing, any party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent or remedy any breach or threatened breach of this Agreement for which monetary damages would be inadequate.

## Section 14.8 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

## Section 14.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile, PDF, or other electronic means shall be as effective as delivery of a manually executed counterpart.

## Section 14.10 Interpretation

- (a) The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
- (b) Unless the context otherwise requires, (i) all references to Sections, Articles, Schedules, and Exhibits are to Sections, Articles, Schedules, and Exhibits of and to this Agreement; (ii) each accounting term not otherwise defined herein has the meaning assigned to it in accordance with GAAP; (iii) words in the singular include the plural and vice versa; (iv) the word "including" means "including, without limitation"; and (v) all references to "\$" or dollars refer to United States dollars.
- (c) This Agreement shall not be construed more strictly against one party than against any other party, regardless of which party drafted this Agreement or any particular provision hereof.

## Section 14.11 Legal Representation

**EACH MEMBER ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO SEEK, AND HAS HAD THE OPPORTUNITY TO SEEK, INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH MEMBER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS ENTERING INTO THIS AGREEMENT VOLUNTARILY.**

**IN WITNESS WHEREOF**, the parties have executed this Limited Liability  
Company Operating Agreement as of the date first written above.

**MEMBER:**

**MEMBER:**

\_\_\_\_\_  
Christopher John Martin Molina

\_\_\_\_\_  
Michael Giresi

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

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

\_\_\_\_\_  
**STATE OF** \_\_\_\_\_ )

) ss.

**COUNTY OF** \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Christopher John Martin Molina and Michael Giresi, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## SCHEDULES AND EXHIBITS

**The following Schedules and Exhibits are attached to and incorporated into this Operating Agreement:**

**Schedule A** - Description of Contributed Intellectual Property

**Schedule B** - Members and Percentage Interests

**Schedule C** - Officer Authority Matrix

**Exhibit A** - Form of Proprietary Information and Inventions

Assignment Agreement

**Exhibit B** - Form of Software Licensing Agreement

*Note: Full schedules and exhibits are maintained with the executed original of this Agreement and are available for review upon request.*