

PLUS ONE VENTURES LLC OPERATING AGREEMENT

This Operating Agreement ("Agreement") is made effective as of June 13th, 2024, by LinDon Harris and Bianca Phillip, the Members of Plus One Ventures LLC, a Delaware Limited Liability Company (the "Company").

ARTICLE I: FORMATION AND PURPOSE

- 1.1 Formation. This Agreement confirms the formation of Plus One Ventures LLC under the laws of Delaware, USA.
- 1.2 Purpose. The Company is established for the purpose of fostering energizing and lasting connections among young professionals within the tech, law, and finance sectors. The club is dedicated to creating a vibrant community where members can engage in curated social events, professional networking, and wellness activities, ultimately promoting a balanced lifestyle that values ambition, personal growth, and meaningful relationships.

ARTICLE II: MEMBERSHIP

- 2.1 Members. LinDon Harris and Bianca Phillip shall be the Members of the Company, each holding 50% ownership and control.

ARTICLE III: CONTRIBUTIONS AND DISTRIBUTIONS

- 3.1 Capital Contributions. The Members may, from time to time, make capital contributions to the Company as deemed necessary for its operations.
- 3.2 Distributions. Net profits and net losses shall be allocated to the Members in proportion to their ownership interest. Distributions shall be made at such times and in such amounts as determined by the Members in accordance with the financial needs of the Company and applicable tax regulations.

ARTICLE IV: MANAGEMENT

- 4.1 Management by Members. The Company shall be managed by its Members, LinDon Harris and Bianca Phillip, who shall have full authority over all business decisions and operations of the Company.
- 4.2 Powers. The Members are vested with all powers necessary for the management and operation of the Company, including but not limited to financial management, business development, and strategic planning.

ARTICLE V: VOTING

- 5.1 Voting Rights. Voting rights shall be allocated based on ownership percentage. Each Member shall have voting rights proportional to their ownership interest.

ARTICLE VI: INTELLECTUAL PROPERTY

- 6.1 Ownership of Intellectual Property. All intellectual property, including but not limited to written content, event concepts, digital media, designs, trademarks, service marks, trade names, internet domain names, patents, and copyrights created, developed, or produced by Plus One Ventures LLC or its agents, employees, or contractors in connection with the Company's operations shall be the exclusive property of Plus One Ventures LLC.
- 6.2 Protection of Intellectual Property. Plus One Ventures LLC shall have the right to protect and enforce its intellectual property rights through legal actions or other means deemed appropriate. This includes registering copyrights, trademarks, and patents, and defending against unauthorized use, infringement, or dilution of its intellectual property.
- 6.3 Use of Intellectual Property. No intellectual property owned by Plus One Ventures LLC, including but not limited to insights, analytical frameworks, and methodologies developed within, may be used, reproduced, distributed, or exploited by any third party without the express written consent of the Company. Plus One Ventures LLC retains the right to pursue any available legal remedy for unauthorized use of its intellectual property.

ARTICLE VII: COLLABORATION AND PARTNERSHIP

- 7.1 Collaboration Agreements. All collaborations, including guest contributions, partnerships, joint ventures, or any other forms of cooperative engagement with third parties, shall be governed by written agreements. These agreements must clearly outline the scope of the collaboration, roles and responsibilities, financial arrangements, intellectual property rights, and liability protections.
- 7.2 Liability Protection. In all collaborative efforts, Plus One Ventures LLC shall seek to include clauses in agreements that limit the Company's liability to the fullest extent permitted by law. This includes indemnification provisions requiring collaborators, partners, or contributors to indemnify Plus One Ventures LLC against any losses, damages, or liabilities arising from their actions, omissions, or the content they provide.
- 7.3 Dispute Resolution in Collaborations. All agreements for collaboration shall include provisions for dispute resolution favoring arbitration as the preferred method for resolving conflicts, with the goal of minimizing litigation risks and promoting amicable solutions.
- 7.4 Intellectual Property in Collaborations. The ownership, use, and licensing of intellectual property created jointly with third parties or contributed by guest authors or partners shall be explicitly addressed in collaboration agreements. Plus One Ventures LLC shall ensure that such agreements provide for the protection of the Company's interests and intellectual property rights.

ARTICLE VIII: MISCELLANEOUS

- 8.1 Amendments. This Operating Agreement may be amended or modified at any time, provided that any such amendment is made in writing and signed by the Members. The Members shall keep a record of all amendments to this Agreement, which shall be attached hereto and incorporated herein.

- 8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware.
- 8.3 Entire Agreement. This Agreement constitutes the entire agreement of the Members with respect to the subject matter herein and supersedes all prior agreements and understandings, both written and oral, concerning such subject matter.
- 8.4 Entire Agreement. The Members and any agents or employees of Plus One Ventures LLC shall maintain the confidentiality of the Company's proprietary information, research processes, and client data. This obligation of confidentiality shall survive the dissolution of the Company and/or the termination of its business activities.
- 8.5 Dissolution. The Company may be dissolved at any time with the written consent of the Members. Upon the decision to dissolve, the Company shall follow the procedures outlined in Delaware law for the winding up of its affairs, including the disposition of assets, satisfaction of liabilities, and distribution of any remaining assets to the Members.

The undersigned, Members of Plus One Ventures LLC, hereby agrees to the terms and conditions set forth in this Operating Agreement.

By: _____
LinDon Harris, Member

By: _____
Bianca Phillip, Member

LinDon Harris and Bianca Phillip, Members