

OPERATING AGREEMENT

ONE IN THE HAND, LLC

A [STATE] Limited Liability Company

Effective Date: ____, 20____

ARTICLE I - FORMATION AND NAME

1.1 Formation

The undersigned hereby forms a Limited Liability Company ("Company") pursuant to the provisions of the [STATE] Limited Liability Company Act (the "Act").

1.2 Name

The name of the Company is **One In The Hand, LLC**, and it may conduct business under the trade name "**OITH**".

1.3 Principal Place of Business

The principal place of business of the Company shall be:

[YOUR ADDRESS]

[CITY, STATE ZIP]

The Member may change the principal place of business at any time.

1.4 Registered Agent

The name and address of the Company's registered agent is:

[REGISTERED AGENT NAME]

[ADDRESS]

[CITY, STATE ZIP]

1.5 Term

The Company shall continue in existence perpetually unless dissolved in accordance with this Agreement or the Act.

ARTICLE II - PURPOSE AND POWERS

2.1 Purpose

The purpose of the Company is to:

- Develop, operate, and monetize a mobile dating application known as "OITH"
- Provide subscription-based dating and matchmaking services
- License technology and intellectual property
- Engage in any other lawful business

2.2 Powers

The Company shall have all powers permitted under the Act and applicable law.

ARTICLE III - MEMBER

3.1 Sole Member

The sole Member of the Company is:

Name	Address	Ownership Interest
Matthew Ross	[ADDRESS]	100%

3.2 Limited Liability

The Member shall not be personally liable for any debts, obligations, or liabilities of the Company solely by reason of being a Member.

3.3 Additional Members

Additional Members may only be admitted with the written consent of the existing Member(s).

ARTICLE IV - MANAGEMENT AND AUTHORITY

4.1 Member-Managed Company

The Company shall be managed by its Member(s). As the sole Member, **Matthew Ross** shall have **FULL AND EXCLUSIVE AUTHORITY** to:

1. Make all business decisions for the Company
2. Execute contracts and agreements on behalf of the Company
3. Open and manage bank accounts
4. Hire employees and contractors
5. Acquire, sell, or license intellectual property
6. Raise capital through loans, investments, or other means
7. Enter into partnerships or joint ventures
8. Establish and modify Company policies
9. Determine compensation and distributions
10. Take any other action on behalf of the Company

4.2 Title and Role

Matthew Ross shall hold the following titles and roles:

- **Chief Executive Officer (CEO)**
- **Managing Member**
- **President**
- **Secretary**
- **Treasurer**

4.3 Signing Authority

The Member has **UNLIMITED** signing authority for:

- All contracts and agreements
- Bank transactions of any amount
- Legal documents and filings
- Employment agreements
- Vendor and supplier agreements
- Investor documents
- Intellectual property filings

4.4 Succession of Authority

In the event of the Member's incapacity or death:

1. [DESIGNATED SUCCESSOR NAME] shall assume temporary management
 2. The Member's interest shall pass according to their estate plan
 3. A successor manager may be appointed per the estate documents
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ARTICLE V - CAPITAL CONTRIBUTIONS

5.1 Initial Contribution

The Member shall contribute the following as initial capital:

Member	Contribution Type	Value	Date
Matthew Ross	Cash	\$[AMOUNT]	[DATE]
Matthew Ross	Intellectual Property (App Concept, Designs)	\$[FAIR VALUE]	[DATE]
Matthew Ross	Services/Sweat Equity	\$[VALUE]	[DATE]

5.2 Capital Account

The Company shall maintain a capital account for the Member.

5.3 Additional Contributions

No Member is required to make additional contributions without their consent.

5.4 No Interest on Contributions

No interest shall be paid on capital contributions.

ARTICLE VI - DISTRIBUTIONS AND ALLOCATIONS

6.1 Distributions

The Member may take distributions from the Company at any time, provided:

1. The distribution does not render the Company unable to pay its debts
2. Sufficient funds remain for Company operations
3. All applicable taxes are considered

6.2 Tax Treatment

The Company shall be treated as a **disregarded entity** for federal income tax purposes. All income, deductions, and credits shall flow through to the Member's personal tax return.

6.3 Allocation of Profits and Losses

All profits and losses shall be allocated 100% to Matthew Ross.

ARTICLE VII - ACCOUNTING AND RECORDS

7.1 Fiscal Year

The fiscal year of the Company shall be the calendar year.

7.2 Books and Records

The Company shall maintain:

- Accurate books of account
- A current list of members
- Copies of tax returns
- Copies of operating agreements and amendments
- Minutes of any formal meetings

7.3 Bank Accounts

All Company funds shall be deposited in accounts in the Company's name at financial institutions selected by the Member.

ARTICLE VIII - INDEMNIFICATION

8.1 Indemnification of Member

The Company shall indemnify the Member against any losses, claims, or expenses arising from actions taken in good faith on behalf of the Company.

8.2 Insurance

The Company may purchase liability insurance to protect the Member and the Company.

ARTICLE IX - DISSOLUTION

9.1 Events Causing Dissolution

The Company shall be dissolved upon:

1. Written decision of the Member to dissolve
2. Sale of all Company assets
3. Any event required by law

9.2 Winding Up

Upon dissolution, the Member shall wind up the Company's affairs by:

1. Paying all debts and obligations
 2. Distributing remaining assets to the Member
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ARTICLE X - INTELLECTUAL PROPERTY

10.1 Company Ownership

All intellectual property created for or by the Company, including:

- The "OITH" brand and trademarks
- Mobile application code and design
- Algorithms and matching systems
- Marketing materials and content
- User interface designs

shall be the exclusive property of the Company.

10.2 Assignment

The Member hereby assigns all right, title, and interest in any intellectual property related to OITH to the Company.

ARTICLE XI - AMENDMENTS

This Operating Agreement may be amended only by written instrument signed by the Member.

ARTICLE XII - GOVERNING LAW

This Agreement shall be governed by the laws of the State of [STATE].

SIGNATURES

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the date first written above.

MEMBER:

Matthew Ross

Date: _____

SCHEDULE A - MEMBER INFORMATION

Sole Member:

Name: Matthew Ross

Address: [ADDRESS]

Email: [EMAIL]

Phone: [PHONE]

Ownership: 100%

Capital Contribution: \$[AMOUNT]

Voting Rights: 100%

SCHEDULE B - INITIAL RESOLUTIONS

The undersigned Member hereby adopts the following initial resolutions:

RESOLVED, that the Company is hereby formed and this Operating Agreement is adopted.

RESOLVED, that Matthew Ross is appointed as CEO, Managing Member, President, Secretary, and Treasurer.

RESOLVED, that the Company shall open a business checking account at [BANK NAME].

RESOLVED, that the Company shall apply for an Employer Identification Number (EIN) from the IRS.

RESOLVED, that the Company shall file all necessary state and local business registrations.

RESOLVED, that the fiscal year of the Company shall be the calendar year.

Matthew Ross, Sole Member

Date: _____