**OPERATING AGREEMENT**

**of**  
**Synergy Network DAO LLC**  
(A Wyoming Decentralized Autonomous Organization Limited Liability Company)

**Article I: Formation**

1. **Company Name:**  
   Synergy Network DAO LLC (the “Company”)
2. **Formation:**  
   The Company is a Wyoming DAO LLC, formed by the filing of Articles of Organization with the Wyoming Secretary of State.
3. **Principal Office:**  
   [REGISTERED AGENT ADDRESS – REPLACE WITH ACTUAL WYOMING ADDRESS]
4. **Registered Agent:**  
   [REGISTERED AGENT NAME – REPLACE WITH ACTUAL]  
   [REGISTERED AGENT ADDRESS – REPLACE WITH ACTUAL WYOMING ADDRESS]

**Article II: Purpose**

The Company exists to:

* Develop, maintain, and operate the Synergy Network blockchain protocol.
* Govern the network via smart contract-enabled DAO mechanisms.
* Engage in any lawful business as permitted by Wyoming law.

**Article III: Governance & Management**

1. **Decentralized Autonomous Organization (DAO) Management:**
   * Management is conducted through DAO smart contract(s) deployed at:  
     [SMART CONTRACT ADDRESS OR HASH – REPLACE WHEN LIVE]
   * The DAO Constitution (on-chain & posted at [LINK TO GOVERNANCE DOCS]) governs proposals, voting, amendments, and dispute resolution.
2. **Member Structure:**
   * Membership is determined by ownership of Synergy Tokens (SYN) and/or participation per DAO rules.
   * No traditional “members” unless registered as such through the DAO.
3. **Voting:**
   * Voting power is defined on-chain (Synergy Score-weighted, quadratic voting per DAO Constitution).
   * All major decisions, upgrades, and treasury allocations require DAO proposal and vote.
4. **Operating Agreement Precedence:**
   * To the extent permitted by law, **this operating agreement defers to on-chain DAO logic and smart contracts**.
   * In the event of conflict, on-chain DAO rules and the DAO Constitution control.

**Article IV: Membership Interests & Transfers**

1. **Membership Interests:**
   * Ownership and governance rights are represented by Synergy Token (SYN) balances and Synergy Score per DAO rules.
2. **Transferability:**
   * Interests are transferable only per the DAO smart contract logic and subject to compliance with applicable law.

**Article V: Fiscal Matters**

1. **Tax Status:**
   * The Company will be treated as a partnership or disregarded entity for federal tax purposes unless otherwise determined.
2. **Fiscal Year:**
   * Fiscal year ends December 31.
3. **Bank Accounts & Treasury:**
   * DAO-controlled wallets manage on-chain treasury.
   * Off-chain (fiat) bank accounts may be opened as approved by the DAO.

**Article VI: Liability & Indemnification**

1. **Liability:**
   * Members, DAO participants, and organizers are not personally liable for Company debts or liabilities.
2. **Indemnification:**
   * The Company shall indemnify all members and DAO participants to the fullest extent permitted by law.

**Article VII: Regulatory Compliance**

1. **KYC/AML:**
   * Compliance with U.S. law regarding Know-Your-Customer (KYC) and Anti-Money Laundering (AML) is required for regulated activities.
2. **Token Status:**
   * The Synergy Token (SYN) is a utility token, not a security; legal status subject to ongoing review.
3. **Privacy:**
   * Data handling complies with U.S. and international privacy law (GDPR, CCPA) where applicable.
4. **Emergency Rollback:**
   * Emergency governance and rollback processes are governed by DAO smart contracts and on-chain proposals, per the DAO Constitution.

**Article VIII: Amendments**

* This Operating Agreement may be amended:
  + By approved on-chain DAO proposal and
  + By amending this document (if required by law or for state filings).

**Article IX: Miscellaneous**

1. **Severability:**  
   If any provision is invalid under law, it shall be severed and the rest remains in force.
2. **Governing Law:**  
   This Agreement is governed by the laws of the State of Wyoming.

**Executed as of [DATE]:**

Justin Dakota Hutzler, Organizer

[OPTIONAL: ADDITIONAL INITIAL DAO PARTICIPANTS]