

LIMITED LIABILITY COMPANY AGREEMENT

OF [REDACTED], LLC

This Limited Liability Company Agreement (“**Agreement**”) of [REDACTED], LLC (the “**Company**”), effective as of [DATE] (the “**Effective Date**”), is entered into by the undersigned members (the “**Members**”), as the members of the Company, and the manager appointed by the Members, pursuant to this Agreement (the “**Manager**”), as the manager of the Company.

WHEREAS, the Company was formed as a limited liability company on [DATE] by the filing of a Certificate of Formation (the “**Certificate**”) with the Delaware Secretary of State under the Delaware Limited Liability Company Act Code (the “**Act**”); and

WHEREAS, the Members and the Manager agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Members and the Manager agrees as follows:

1. Name. The name of the Company is [REDACTED], LLC.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent; Wallet.

(a) Principal Office. The location of the principal office of the Company shall be the address named in the Certificate or such other location as the Members may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Members shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

(c) Wallet. The Company shall maintain a public cryptocurrency wallet with the address [REDACTED] (the “**Company Wallet**”) as a Gnosis safe or other wallet that requires approvals by multiple signers, as determined by the Manager in its sole discretion. The initial parties controlling the Company Wallet shall be the Manager and two Members appointed with the consent of the Members and such parties shall approve any transaction authorized by this Agreement, including without limitation transactions within the powers of the Manager or approved by the Members pursuant to this Agreement.

4. Members.

(a) Members. The Members agree to provide the Company with any information that may be required for the operation or compliance of the Company with applicable laws, including without limitation any tax, anti-money laundering or know your customer reporting or compliance, as determined by the Manager in the Manager's sole discretion.

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Members. Prior to the admission of any such additional members to the Company, the Members shall amend this Agreement to make such changes as the Members shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; NFTs. The Company will issue cryptographic non-fungible tokens ("NFTs") to evidence ownership of the membership interests in the Company. Each Member shall have a "**Percentage Interest**," which is a percentage computed by dividing such Member's capital account balance at that date by the aggregate of all Members' capital account balances at that date. The NFTs shall permit the Members access to any Company communications and confidential information that is made accessible to Members through a secure portal, including but not limited to a private server on Discord.

(d) Voting. All references herein to "as approved by the Members," "with the consent of the Members" and other similar references mean that Members holding more than [50]% of the Percentage Interests have approved or consented to the referenced matter. All voting of the Members shall be conducted by [REDACTED].

5. Management.

(a) Appointment. The Members hereby appoint the person controlling wallet [REDACTED] as the Manager of the Company and such person shall serve as the Manager until it dies, resigns, is convicted of a crime of moral turpitude or is removed with the consent of the Members. Upon the vacancy of the officer of manager, a majority of the Members shall appoint a new Manager.

(b) Authority; Powers and Duties of the Manager. The Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(c) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the

Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

(d) Major Decisions. The Manager shall not, without the consent of the Members: (1) declare bankruptcy or place the Company into receivership; (2) cause the Company to merge with another entity (3) sell substantially all of the assets of the Company; (4) borrow more than \$10,000 or encumber the Company’s assets to secure indebtedness of the Company.

6. Liability of Members; Indemnification.

(a) Liability of Members. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Members, Manager, officers, representatives and agents of the Company shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by such persons relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by such persons on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets only, and neither the Members nor any other person shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Initial Capital Contributions. Each Member hereby agrees to contribute the amount indicated in their signature to this Agreement to the Company Wallet. No person shall be admitted as a Member until such person makes the requisite initial capital contribution, as determined by the Manager.

9. Company Income and Losses. The income and losses of the Company shall be allocated to the Members in accordance with their percentage membership interests in the Company. Such allocations are intended to comply with Code Section 704 and the Company shall maintain capital accounts for the Members in accordance with the Code Section 704 and the regulations promulgated thereunder.

10. Distributions. Distributions shall be made to the Members at the times and in the amounts determined by the Manager. All distributions of cash or property shall be made pro rata to the Members in accordance with the Member's Percentage Interests in the Company.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the consent of the Members or (ii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Members shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Members under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Members.

12. Transfers. No Member may transfer its membership interest in the Company without the consent of the Manager and the consent of the Members; provided, however, a Member may assign its economic rights to a membership interest upon such Member's death, although the holder of such membership interest shall have no voting rights and such capital account shall not be included in the Percentage Interest calculations until such holder is admitted as a Member pursuant to this Agreement.

13. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Members.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

(d) Electronic Signatures. The Members and Manager agree that any party may enter into and adopt this Agreement by electronic signature, which for the avoidance of doubt includes signing this Agreement through a cryptocurrency wallet controlled by

such signer and the parties acknowledge that such method of signing should be construed as an electronic signature under the Act.

[SIGNATURE PAGE FOLLOWS]

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

[INSERT SEPARATE SIGNATURE PAGE FOR EACH MEMBER & MANAGER]