

ATS Meta Analytics LLC

MULTI-MEMBER LLC OPERATING AGREEMENT

State of Formation: [State] Effective Date: [Date]

ARTICLE I — ORGANIZATION

1.1 Formation. This Manager-Managed Multi-Member LLC Operating Agreement ('Agreement') is entered into as of [Date] by the Members listed on Exhibit A, pursuant to the laws of the State of [State].

1.2 Name. The name of the limited liability company is ATS Meta Analytics LLC ('Company').

1.3 Principal Office. The principal office shall be located at [Address], or such other place as the Manager may designate.

1.4 Registered Agent. The Company shall maintain a registered agent in [State] as required by law.

1.5 Purpose. The Company may engage in any lawful business or activity permitted under applicable law.

1.6 Term. The Company shall continue until dissolved in accordance with this Agreement or applicable law.

ARTICLE II — MEMBERS AND CAPITAL CONTRIBUTIONS

2.1 Members. The Members and their percentage interests are set forth on Exhibit A.

2.2 Capital Contributions. Each Member shall make the initial capital contribution set forth on Exhibit A.

2.3 Additional Contributions. No Member is required to make additional contributions without written consent of the Manager and a majority of Members.

2.4 Capital Accounts. A separate Capital Account shall be maintained for each Member.

ARTICLE III — MANAGEMENT BY MANAGER

3.1 Manager-Managed. The Company shall be managed by one or more Managers. The initial Manager(s) are identified on Exhibit B.

3.2 Authority of Manager. The Manager shall have full authority to manage the day-to-day operations of the Company and to bind the Company in contract, subject to the limitations in this Article.

3.3 Actions Requiring Member Approval. The following actions require approval of Members holding a majority of the percentage interests: (a) removal or replacement of the Manager; (b) admission of new Members; (c) amendment of this Agreement; (d) merger, dissolution, or sale of substantially all assets.

3.4 Manager's Term. The Manager shall serve until resignation, death, incapacity, or removal by the Members.

3.5 Removal of Manager. A Manager may be removed at any time by written vote of Members holding a majority of percentage interests.

3.6 Replacement. Upon a Manager's vacancy, a replacement shall be appointed by Members holding a majority of percentage interests.

3.7 Compensation. The Manager shall receive compensation as determined by a majority vote of the Members.

3.8 Manager's Duties. The Manager shall: (a) act in good faith; (b) act in the best interest of the Company; (c) exercise reasonable care and business judgment; (d) avoid conflicts of interest.

ARTICLE IV — RIGHTS OF MEMBERS

4.1 No Management Rights. Members, in their capacity as Members, shall not have the right to participate in management or to act for or bind the Company, except as expressly provided in this Agreement.

4.2 Voting Rights. Members shall vote only on matters expressly reserved for Member approval under this Agreement.

4.3 Information Rights. Each Member shall have the right to inspect and copy Company books and records upon reasonable notice.

4.4 Annual Reports. The Manager shall provide Members with annual financial reports within 90 days after each fiscal year end.

ARTICLE V — ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocation of Profits and Losses. All items of income, gain, loss, deduction, and credit shall be allocated to Members in proportion to their percentage interests.

5.2 Distributions. Distributions shall be made at the Manager's discretion, pro rata among Members based on percentage interests.

5.3 Withholding. The Manager may withhold amounts from distributions required for tax purposes.

5.4 No Distribution While Insolvent. No distribution shall be made if it would render the Company insolvent.

ARTICLE VI — TRANSFER OF MEMBERSHIP INTERESTS

6.1 Restrictions on Transfer. No Member may transfer their membership interest without first complying with the Right of First Refusal.

6.2 Right of First Refusal. A Member wishing to transfer must notify the Company and all Members in writing. Remaining Members have thirty (30) days to purchase the interest at the offered price.

6.3 Manager Approval. Any transfer not acquired by existing Members requires written approval of the Manager and a majority of remaining Members.

6.4 Admission of New Members. New Members may be admitted only upon unanimous written consent of existing Members and the Manager.

ARTICLE VII — DISSOLUTION

7.1 Events of Dissolution. The Company shall be dissolved upon: (a) majority Member vote; (b) judicial decree; (c) as required by law.

7.2 Winding Up. The Manager shall wind up Company affairs upon dissolution: liquidate assets, pay creditors, and distribute remaining assets to Members pro rata.

7.3 Certificate of Dissolution. Upon completion of winding up, the Manager shall file a Certificate of Dissolution with the appropriate state authority.

ARTICLE VIII — BOOKS, RECORDS, AND ACCOUNTING

8.1 Records. The Manager shall maintain complete Company books and records at the principal office.

8.2 Fiscal Year. The fiscal year shall end December 31 of each year.

8.3 Tax Returns. The Manager shall cause all required tax returns to be filed and shall provide each Member with a Schedule K-1 annually.

ARTICLE IX — INDEMNIFICATION AND LIABILITY

9.1 Member Liability. No Member shall be personally liable for Company debts or obligations solely by reason of Membership.

9.2 Manager Liability. No Manager shall be personally liable for Company debts solely by reason of being a Manager, unless the Manager engaged in intentional misconduct, fraud, or knowing violation of law.

9.3 Indemnification of Manager. The Company shall indemnify and hold harmless the Manager against claims arising from good-faith actions on behalf of the Company, to the fullest extent permitted by law.

ARTICLE X — DISPUTE RESOLUTION

10.1 Negotiation. Disputes shall first be resolved through good faith negotiation among the parties.

10.2 Mediation. If negotiation fails, parties shall submit to mediation before a mutually agreed mediator.

10.3 Arbitration. Unresolved disputes shall be submitted to binding arbitration under AAA Commercial Arbitration Rules.

ARTICLE XI — MISCELLANEOUS

11.1 Governing Law. This Agreement is governed by the laws of the State of [State].

11.2 Entire Agreement. This Agreement is the entire agreement of the parties regarding the subject matter.

11.3 Amendment. This Agreement may be amended only by written consent of the Manager and Members holding a majority of percentage interests.

11.4 Severability. Invalid provisions shall not invalidate remaining provisions.

11.5 Counterparts. This Agreement may be signed in counterparts.

EXHIBIT A — MEMBERS AND CAPITAL CONTRIBUTIONS

Member Name	Address	Capital Contribution	% Interest
[Member 1 Name]	[Address]	[\$Amount]	[X]%
[Member 2 Name]	[Address]	[\$Amount]	[Y]%
[Member 3 Name]	[Address]	[\$Amount]	[Z]%

EXHIBIT B — MANAGER INFORMATION

Manager Name	Address	Term
[Manager Full Name]	[Address]	Until removed or resigned

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

[Member 1 Name]

Signature

Printed Name

Date

[Member 2 Name]

Signature

Printed Name

Date

[Member 3 Name]

Signature

Printed Name

Date

[Manager Name]

Signature

Printed Name

Date
