

# ATS Meta Analytics LLC

## *MULTI-MEMBER LLC OPERATING AGREEMENT*

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

### ARTICLE I — ORGANIZATION

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**1.1 Formation.** This 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 of the Company shall be located at [Address], or at such other place as Members may designate.

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

**1.5 Purpose.** The purpose of the Company is to engage in any lawful business or activity as permitted under applicable state law.

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

### ARTICLE II — MEMBERS AND CAPITAL CONTRIBUTIONS

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**2.1 Members.** The Members and their respective ownership percentages are set forth on Exhibit A attached hereto, as may be updated from time to time.

**2.2 Initial Capital Contributions.** Each Member shall contribute capital to the Company as set forth on Exhibit A.

**2.3 Additional Capital Contributions.** No Member shall be required to make additional capital contributions beyond the initial contribution without the written consent of all Members.

**2.4 Capital Accounts.** A separate Capital Account shall be maintained for each Member. Contributions increase and distributions decrease the Capital Account.

**2.5 No Interest on Capital.** No interest shall accrue or be paid on capital contributions.

### ARTICLE III — MANAGEMENT BY MEMBERS

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**3.1 Member-Managed.** The Company shall be managed by its Members. Each Member shall have equal voting rights unless otherwise specified in this Agreement or Exhibit A.

**3.2 Voting.** Decisions of the Company shall be made by a majority vote (by percentage interest) of the Members, unless this Agreement requires a higher threshold.

**3.3 Unanimous Consent Required.** The following actions require unanimous written consent of all Members: (a) amendment of this Agreement; (b) admission of new Members; (c) sale of substantially all assets; (d) merger or dissolution.

**3.4 Meetings.** Meetings of Members may be held at any time and place designated by Members. Meetings may be conducted in person, by telephone, or by electronic means.

**3.5 Written Consent.** Any action required or permitted at a meeting may be taken without a meeting if all Members consent in writing.

**3.6 Officers.** Members may appoint officers (President, Treasurer, Secretary, etc.) to assist in day-to-day management, subject to oversight by the Members.

## ARTICLE IV — ALLOCATIONS AND DISTRIBUTIONS

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**4.1 Allocations of Profits and Losses.** Profits and losses shall be allocated to each Member in proportion to their percentage interest in the Company.

**4.2 Distributions.** Distributions shall be made at such times as determined by majority vote, pro rata in accordance with each Member's percentage interest.

**4.3 Tax Withholding.** The Company may withhold from distributions amounts required for tax purposes.

**4.4 Limitation.** No distribution shall be made that would render the Company insolvent.

## ARTICLE V — TRANSFER OF MEMBERSHIP INTERESTS

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**5.1 Restrictions.** No Member may sell, assign, transfer, pledge, or otherwise dispose of any membership interest without first offering it to the other Members (Right of First Refusal).

**5.2 Right of First Refusal.** A Member desiring to transfer their interest ("Transferring Member") shall give written notice to all other Members. The other Members shall have thirty (30) days to elect to purchase the interest on the same terms.

**5.3 Permitted Transfers.** A Member may transfer their interest to a revocable trust of which the Member is the trustee, or to an entity wholly owned by the Member, without triggering ROFR.

**5.4 Admission of Transferee.** A transferee of a membership interest shall not become a substituted Member without the unanimous consent of the remaining Members.

## ARTICLE VI — WITHDRAWAL AND DISSOLUTION

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**6.1 Voluntary Withdrawal.** A Member may withdraw from the Company upon 90 days' written notice to the other Members. The withdrawing Member shall be entitled to receive the fair market value of their interest.

**6.2 Dissolution Events.** The Company shall dissolve upon: (a) unanimous vote of Members; (b) death, disability, or bankruptcy of a Member (unless remaining Members elect to continue); (c) judicial decree.

**6.3 Winding Up.** Upon dissolution, Company affairs shall be wound up, assets liquidated, creditors paid, and remaining assets distributed to Members in proportion to their interests.

## ARTICLE VII — BOOKS, RECORDS, AND ACCOUNTING

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**7.1 Books and Records.** The Company shall maintain complete books of account and Company records, accessible to all Members upon reasonable notice.

**7.2 Fiscal Year.** The fiscal year shall end on December 31 of each year.

**7.3 Tax Returns.** The Company shall file all required tax returns and shall provide each Member with a Schedule K-1 or equivalent each year.

## ARTICLE VIII — INDEMNIFICATION AND LIABILITY

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**8.1 Limitation of Liability.** No Member shall be personally liable for debts, obligations, or liabilities of the Company solely by reason of being a Member.

**8.2 Indemnification.** The Company shall indemnify Members acting in good faith on behalf of the Company against claims and expenses, to the fullest extent permitted by law.

## ARTICLE IX — DISPUTE RESOLUTION

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**9.1 Mediation.** In the event of a dispute among Members, the parties shall first attempt to resolve the dispute through good faith negotiation, and if unsuccessful, through mediation.

**9.2 Arbitration.** If mediation fails, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

## ARTICLE X — MISCELLANEOUS

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**10.1 Governing Law.** This Agreement shall be governed by the laws of the State of [State].

**10.2 Entire Agreement.** This Agreement constitutes the entire agreement of the Members.

**10.3 Amendment.** This Agreement may only be amended by unanimous written consent of all Members.

**10.4 Severability.** Invalid provisions shall not affect the validity of remaining provisions.

**10.5 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

## EXHIBIT A — MEMBERS AND CAPITAL CONTRIBUTIONS

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Member Name	Address	Capital Contribution	% Interest
[Member 1 Name]	[Address]	[\$Amount]	[X]%

[Member 2 Name]	[Address]	\$(Amount)	[Y]%
[Member 3 Name]	[Address]	\$(Amount)	[Z]%

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

**[Member 1 Name]**

*Signature*

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*Printed Name*

\_\_\_\_\_

*Date*

\_\_\_\_\_

**[Member 2 Name]**

*Signature*

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Date*

\_\_\_\_\_

**[Member 3 Name]**

*Signature*

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Date*

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