

Operating Agreement for The Void Initiative LLC (TVI)

1. Company Information

- Name: The Void Initiative LLC
- Formation State: New Mexico
- Business Purpose: To manage GDPR-compliant databases, oversee global marketplace operations, and develop innovative technologies.

2. Ownership Structure

- Manager-Managed:
- Designated Manager: Neil Zavala-Polanco
- Ownership may expand to include additional members under a formal amendment to this agreement.

3. Management Structure

- Manager Responsibilities:
- Oversight of operations, compliance, intellectual property, and strategic growth.
- Authority to execute contracts, manage IP, and direct business decisions.
- Day-to-day operations are delegated to the Manager unless explicitly specified otherwise.

4. Capital Contributions

- Initial Capital: Includes proprietary technologies, GDPR-compliant systems, and financial resources as documented in accounting records.
- Future Contributions: Additional contributions by the Manager or members will be recorded and acknowledged formally.

5. Profit and Loss Allocation

- All profits and losses flow to the sole member unless amended to include additional members.

6. Voting and Decision-Making

- Significant decisions require Manager approval.
- Additional members, if added, will receive voting rights proportional to ownership interests.

7. Ownership Transfers

- Ownership interests are non-transferable without the Manager's written consent.
- In the event of the Manager's incapacitation, successor provisions will determine the transfer of responsibilities and ownership.

8. Intellectual Property (IP)

- Ownership:
 - All IP created, acquired, or licensed by TVI is the sole property of the LLC unless otherwise agreed in writing.
 - This includes software, databases, trademarks, patents, and proprietary systems.
- Licensing:
 - TVI may license IP to Nothing Holdings and Ventures LLC (NHV), California Data Services (CDS), or third parties under separate agreements.
- Registration:
 - The Manager will ensure IP is properly registered and protected in relevant jurisdictions.
- Future IP Development:
 - All IP created by the LLC or on its behalf will remain its property, even in the event of dissolution or member changes.

9. Operational Independence

- Financial and Operational Autonomy:
- TVI will maintain separate financial records, bank accounts, and operational processes.
- Revenue streams include GDPR-compliant services, marketplace operations, and licensing agreements.
- Scalability:
- TVI may expand its offerings, enter new markets, or partner with external entities independently of NHV or CDS.
- Contingency Planning:
- A reserve fund will be maintained to ensure six months of independent operation in case of disruption.

10. Future-Proofing and Growth

- Amendments:
- This agreement may be amended by the Manager to reflect changes in ownership, operations, or strategic goals.
- Admission of New Members:
- New members may be admitted with the Manager's consent and upon signing an amended agreement.
- Succession Planning:
- TVI will develop a formal succession plan to address leadership or ownership changes.

11. Compliance and Legal Governance

- Legal Assumptions:
- TVI operates under the assumption that compliance with all applicable laws is an inherent obligation. Explicit clauses address unique business needs, such as GDPR compliance and IP protections.
- Governing Law:

- This agreement is governed by the laws of New Mexico.

12. Dissolution Process

- TVI may be dissolved voluntarily or due to legal mandate.
- Remaining assets will be liquidated, and proceeds distributed per this agreement.