

OPERATING AGREEMENT
of
IMX HEALTH, LLC
a Delaware limited liability company

This Operating Agreement (this “Agreement”) is effective as of August 20, 2021 (the “Effective Date”) by the sole Member of IMX HEALTH, LLC (the “Company”), with reference to the following facts.

WHEREAS, on August 19, 2021, the Articles of Formation for the Company, a limited liability company formed under the laws of the State of Delaware, were filed with the Secretary of State of the State of Delaware.

WHEREAS, IMX, LLC, a Delaware limited liability company (the “Member”), is the sole Member of the Company and desires to approve an operating agreement for the Company pursuant to the Limited Liability Company Act and laws of the State of Delaware, as the same may be amended from time to time (the “Delaware Act”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. **Name.** The name of the Company is “IMX HEALTH, LLC.”
2. **Term.** The Company’s term shall continue until terminated in accordance with this Agreement and the Delaware Act.
3. **Management by the Board.**

3.1 Board. The business and affairs of the Company shall be managed under the direction of a Board of Managers (“Board”). The Board shall initially consist of two (2) Persons (each a “Manager”) appointed by the Member as follows: James Plante and Gregory Simon. The Member may increase the number of Managers on the Board and add additional Managers to the Board from time to time with the Consent of the Member. The Member may also decrease the number of Managers on the Board and may remove any Manager from the Board at any time by the Consent of the Member.

(a) **Board Service.** Each Manager will serve on the Board until his successor is duly appointed by the Member or until such Manager’s earlier death, resignation or removal. Any vacancy occurring in the Board resulting from the death or resignation of a Manager shall be filled by the Consent of the Member.

(b) **Committees.** The Board may from time to time establish one or more committees and delegate to such committee or committee’s certain authority. If a committee is formed, all meetings and other decisions of the committee shall be conducted in a manner as provided for the Board in this Section 3.

3.2 Powers of Managers.

(a) Powers of Managers. Subject to Section 3.2(b) and to the express limitations set forth elsewhere in this Agreement and the duties of the Chief Executive Officer or any other officers appointed by the Board, the Board shall have all necessary powers to manage and oversee the purposes, business, property, and affairs of the Company. The determination of a majority of the Managers with respect to any matter shall constitute the decision of the Board.

(b) Limitations on Power of the Board. Notwithstanding any other provisions of this Agreement, the Board shall not have authority to cause the Company to engage in the following transactions without the Consent of the Member:

(1) Any act which would make it impossible to carry on the ordinary business of the Company.

(2) Consent to: (i) the entry of a decree or order for relief against the Company in any involuntary case brought against the Company under any debtor relief laws generally affecting the rights of creditors and relief of debtors now or hereafter in effect; or (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent under applicable debtor relief laws for the Company or for any substantial part of the Company's assets or property.

(3) The Company's filing of a petition for relief under the Bankruptcy Code (or any corresponding debtor relief law now or hereafter in effect).

(4) Making any assignment for the benefit of the Company's creditors.

(5) The sale of any of the assets of the Company; the merger or other reorganization of the Company; the admission of any other member to the Company; the issuance of any membership interest in the Company; the Company's acquisition of any assets or equity of any other company or entity; incurring any debt or other material obligation by the Company.

(6) Establishing a subsidiary of the Company or engaging in any business other than a designated contract market ("DCM") exchange.

(7) Any other transaction described in this Agreement as requiring the approval, consent, or vote of the Member.

(c) Resignation. A Manager may resign by delivering his or her written resignation to the Company at the Company's principal office addressed to the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(d) Reimbursement. Managers shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder, including attendance at Board meetings.

(e) Reliance by Third Parties. Any person dealing with the Company, may rely on the authority of the Board (or any Officer authorized by the Board) in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith. Every agreement, instrument or document executed by the Board (or any Officer authorized by the Board) in the name of the Company with respect to any business or property of the Company shall be conclusive evidence in favor of any person relying thereon or claiming thereunder that (i) at the time of the execution or delivery thereof this Agreement was in full force and effect, (ii) such agreement, instrument or document was duly executed according to this Agreement and is binding upon the Company, and (iii) the Board or such Officer was duly authorized and empowered to execute and deliver such agreement, instrument or document for and on behalf of the Company.

(f) Meetings of the Board. Regular meetings of the Board shall be held at the principal offices of the Company (or such other place designated by the Board) at such times as shall be designated from time to time by the Board. The Board shall establish the dates of regular meetings with at least 7 days' advance notice of such meetings being given to all members of the Board. Special meetings may be called by any member of the Board on at least 48 hours' notice (which may include telephonic notice) to each other Board member and may be held at the principal place of business of the Company. Such notice shall state the purpose or purposes of, or the business to be transacted at, such meeting. At any meeting, any member of the Board may participate by telephone or similar communication equipment, provided each member of the Board can hear the others. Persons present by telephone shall be deemed to be present "in person" for purposes hereof. The presence of a majority of the Managers shall constitute a quorum of the Board for the transaction of business at a meeting. Only members of the Board shall be entitled hereunder to attend meetings of the Board; provided that a majority of the members of the Board present at a meeting may approve the presence of any other Person for all or any portion of such meeting.

(g) Voting; Action by Written Consent. With respect to any decision, consent, determination or action to be taken by the Board, each member of the Board shall be entitled to cast one vote. Decisions, consents or actions of the Board taken at a meeting at which a quorum is present shall require the approval of at least a majority of the total number of votes that may be cast by the members of the Board who are present at such meeting. The Board also may make decisions or take actions, without holding a meeting by written consent of all members of the Board.

4. Officers. The Chief Executive Officer shall be appointed by the approval of the Board. The Board may also authorize the creation of and appointment of all of the other officers (the "Officers") of the Company at any time. Any number of offices may be held by the same person. In its discretion, the Board may choose not to fill any office for any period as it may deem advisable. Officers need not be Members. Any Officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them. The Board may assign titles to particular Officers. Each Officer shall hold office until his or her

successor is duly designated, or until he resigns or is removed in the manner hereinafter provided. The initial Officers of the Company shall be as follows:

<u>Officer</u>	<u>Title</u>
Gregory Simon	Chief Executive Officer
James Plante	Chief Financial Officer
Steven Davis	Company Secretary

5. **Purpose.** Subject to Section 3.2(6), the purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Delaware Act.

6. **Ownership of Company Property.** All property owned by the Company shall be owned by the Company as an entity, and held in the name of the Company. No Member (as such) of the Company shall have any ownership interest in any Company property in his/her own name or right. The Member's interest in the Company is personal property for all purposes.

7. **Bank Accounts.** The Chief Financial Officer shall open and maintain or cause to be opened and maintained one or more separate bank accounts in the name of the Company with a reputable bank or other financial institution in which the funds of the Company shall be deposited. No other funds may be deposited in said accounts.

8. **Limited Liability.** Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, are solely the debts, obligations and liabilities of the Company, and neither the Manager nor the Member are personally obligated for any such debts, obligations or liabilities of the Company solely by reason of being the Member or Manager of the Company.

9. **Capital Contributions.** The Member has made such capital contributions to the Company as set forth on the books and records of the Company.

10. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated to the Member.

11. **Distributions.** Unless otherwise required by the Delaware Act, distributions shall be made to the Member at the times and in the amounts determined by the Board. Notwithstanding any provision to the contrary in this Agreement, the Company shall not make a distribution to the Member on account of their interests in the Company if such distributions would violate the Delaware Act or any other similar applicable law.

12. **Exculpation and Indemnification.** No member or Manager shall be personally liable for the obligations of the Company, but the foregoing shall not relieve any such member, manager, officer, director or employee of any Member or of the Company of its obligations to such Member or the Company. To the fullest extent permitted by applicable law, the Member

and the Manager (each of the foregoing an “Indemnified Person” and collectively the “Indemnified Persons”), shall be indemnified, defended and held harmless by the Company from and against any and all claims, demands, liabilities, costs damages, expenses and causes of action of any nature whatsoever arising out of or incidental to any act performed or omitted to be performed by any one or more of such Indemnified Persons in connection with the business of the Company; provided, that an indemnity under this Section 11 shall be paid solely out of and to the extent of the assets of the Company, and shall not be a personal obligation of the Member.

13. Consent of the Member. “Consent of the Member” shall mean the written consent, vote or approval of the members holding a Majority Interest (as defined in the Member Amended and Restated Operating Agreement) of the Member.

14. Tax Matters. For United States federal, and any applicable state or local, income tax purposes, the Company has elected to be treated as an association taxed as a partnership. The Company shall not change such tax classification without the prior written Consent of the Members. The “Tax Matters” partner shall be James Plante.

15. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the occurrence of any dissolution event set forth in this Agreement, as the same may be amended from time to time; (ii) the Consent of the Member; (iii) the withdrawal or dissolution of the Member or the occurrence of any other event that terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Delaware Act; or (iv) the entry of a decree of court pursuant to the Delaware Act.

16. Severability of Provisions. Each provision of this Agreement is severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

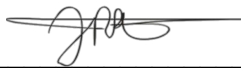
18. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned sole Member has duly executed this Agreement as of the Effective Date.

Member:

IMX HEALTH, LLC

By: IMX, LLC

By: 

James Plante, Manager