FOUNDING GOVERNANCE DOCUMENT

OPERATING AGREEMENT

OF

ALLMIGHTYRX HEALTH LLC

A Texas Limited Liability Company

Effective Date: September 2, 2026

Franklin Lashley • Emanuela Sorina Pop

This Operating Agreement (this "Agreement") is entered into as of the Effective Date by and between Franklin Lashley ("Franklin") and Emanuela Sorina Pop ("Emanuela") (each a "Member" and together the "Members") for the governance of AllmightyRx Health LLC, a Texas limited liability company (the "Company").

The Members intend this Agreement to constitute the Company Agreement of the Company under the Texas Business Organizations Code. In consideration of the mutual promises below, the Members agree as follows.

ARTICLE 1 — FORMATION, NAME, AND PURPOSE

1.1 **Formation.** The Company was formed as a Texas limited liability company by filing a Certificate of Formation with the Texas Secretary of State. The filing date and file number are **[08/28/2026]** and **[806771863]**, respectively.

1.2 **Name.** The legal name of the Company is AllmightyRx Health LLC. The Members shall confirm that the spelling and capitalization in this Agreement exactly match the Certificate of Formation before signing.

1.3 **Principal Office and Registered Agent.** The Company's principal office and registered office are located at 11595 La Cantera Trail, Frisco, TX 75034. Franklin Lashley is the Company's registered agent at that address.

1.4 **Purpose.** The Company may develop, market, and operate a wellness, telehealth-support, and e-commerce platform; arrange lawful white-label and administrative relationships with Karpa or another approved contracting affiliate; market products and services furnished by appropriately licensed third parties; and conduct any other lawful activity approved under this Agreement.

1.5 **Clinical Independence.** The Company shall not practice medicine, prescribe medication, dispense prescription drugs, or interfere with the independent clinical judgment of a licensed professional. Clinical, pharmacy, prescribing, patient-eligibility, fulfillment, and similar regulated functions must be performed by properly licensed third parties under written agreements.

1.6 **Term.** The Company shall continue until dissolved under this Agreement or applicable law.

ARTICLE 2 — MEMBERSHIP INTERESTS

2.1 **Ownership.** As of the Effective Date, Franklin owns seventy percent (70%) and Emanuela owns thirty percent (30%) of all Membership Interests in the Company. Profits, losses, distributions, and liquidation proceeds shall be allocated in those percentages unless this Agreement expressly provides otherwise or tax law requires a different allocation.

2.2 **Fully Vested Interest.** Emanuela's entire 30% Membership Interest is issued and fully vested on the Effective Date in consideration of the services contribution described in this Agreement. It is not subject to forfeiture, repurchase for nominal value, or automatic reduction merely because her services, employment, friendship, personal relationship, or day-to-day involvement later ends. A transfer or reduction requires Emanuela's signed written consent or a final court order.

2.3 **No Employment Condition.** Membership ownership is separate from employment, contractor status, compensation, and personal relationships. Ending an employment or contractor arrangement does not end either Member's ownership rights.

2.4 **No Certificates.** Membership Interests need not be represented by certificates. The Company's books and Schedule A shall be conclusive evidence of ownership, subject to correction of clerical error by both Members.

ARTICLE 3 — CONTRIBUTIONS AND FUNDING

3.1 **Franklin's Financial Contribution.** Subject to the Approved Budget and this Agreement, Franklin shall fund the Company's reasonably necessary cash expenses, including entity formation and maintenance fees; legal, accounting, insurance, and compliance expenses; paid advertising costs; influencer fees; Karpa white-label, implementation, platform, and related vendor charges; LegitScript or comparable certification and monitoring expenses; trademark and intellectual-property filing costs; and other launch and operating expenses jointly approved by the Members.

3.2 **Franklin's Brand and Promotional Contribution.** Franklin shall serve as the Company's principal public face and lead influencer. He shall use commercially reasonable efforts to participate in approved content, campaigns, interviews, and promotional appearances upon reasonable notice, subject to his professional wrestling, travel, family, health, and existing contractual obligations.

3.3 **Emanuela's Services Contribution.** Emanuela shall contribute commercially reasonable administrative and operating services, including web development and maintenance; platform setup and management; paid-advertising strategy, setup, optimization, and reporting; social-media management; content coordination; vendor and influencer coordination; campaign administration; analytics; and other services included in an Operating Plan approved by both Members. Advertising media spend, vendor charges, and third-party production costs are Company expenses and are not included in Emanuela's services contribution.

3.4 **Acceptance of Services as Consideration.** The Company and Franklin accept Emanuela's services, expertise, know-how, existing work product contributed under Section 7.2, and ongoing service commitment as sufficient consideration for her fully vested 30% Membership Interest. Emanuela is not required to make a cash contribution unless she separately agrees in a signed writing.

ARTICLE 4 — MANAGEMENT, AUTHORITY, AND DECISIONS

4.1 **Member-Managed Company.** The Company is member-managed. Each Member's authority is limited by the role allocation and Approved Budget in this Article. No Member may bind the Company outside that authority.

4.2 **Emanuela's Operating Authority.** Within the Approved Budget and Operating Plan, Emanuela has authority over routine administrative, website, platform, paid-advertising management, social-media, campaign, analytics, vendor-coordination, and operational matters. She may instruct approved vendors and access Company systems necessary to perform those responsibilities.

4.3 **Franklin's Brand and Funding Authority.** Within the Approved Budget and Operating Plan, Franklin has authority over his own appearances, voice, name, image, likeness, and personal public statements, and he shall coordinate the timely funding of approved Company expenses. He may reject a proposed use of his likeness that is misleading, unlawful, inconsistent with an existing contract, or reasonably harmful to his reputation.

4.6 **No Unilateral Removal.** Neither Member may expel, remove, suspend, or disenfranchise the other as a Member. A Member may be removed from an operational role only by mutual written agreement or final judicial relief based on fraud, willful misconduct, material breach that remains uncured, or other grounds available under law; ownership remains governed by Article 9.

4.7 **Written Consent.** Member action may be documented by counterpart signatures, a written consent, or authenticated electronic communications that clearly identify the decision and each Member's approval.

4.8 Deadlock. If the Members cannot agree on a matter requiring joint approval, they shall meet in good faith within five (5) business days. If unresolved after ten (10) business days, either Member may request confidential mediation in the county of the Company's principal office. Pending resolution, the status quo continues, except actions reasonably necessary to comply with law, protect patient or consumer data, preserve Company assets, or prevent immediate material harm may be taken and promptly reported to the other Member.

ARTICLE 5 — FINANCES, RECORDS, TAXES, AND DISTRIBUTIONS

5.1 Company Accounts. All Company revenue shall be deposited into accounts held in the Company's legal name. Company and personal funds shall not be commingled. Payments must be supported by invoices, receipts, contracts, or equivalent records.

5.2 Access and Transparency. Both Members shall have continuous, view-level access to Company bank statements, accounting records, contracts, invoices, tax filings, payment-processor statements, ad accounts, analytics, platform dashboards, domain registrations, vendor portals, social-media accounts, and credential-management records. Access may not be withheld as leverage in a business or personal dispute.

5.3 Books and Reports. The Company shall maintain complete books using a consistent accounting method. Emanuela shall coordinate monthly operating and marketing reports; the Company's accountant shall prepare financial and tax reports. Each Member may inspect and copy Company records upon reasonable notice.

5.4 Banking Controls. The Members shall jointly approve authorized bank signers and payment limits. Any transfer to a Member or related party, any unbudgeted payment above **[US$2,500]**, and any change to banking or payment-processor ownership credentials requires both Members' written approval.

5.5 Fiscal Year and Tax Classification. The fiscal year shall be the calendar year unless changed by mutual written approval. Unless a qualified tax professional recommends and both Members approve another election, the Company shall be taxed under the default federal classification applicable to a domestic multi-member LLC.

5.6 Allocations. Profits and losses shall generally be allocated 70% to Franklin and 30% to Emanuela, with capital accounts maintained as required by applicable tax law. The Company's CPA may make required special allocations, provided the economic arrangement is preserved to the fullest lawful extent.

5.7 Monthly Profit Formula and Distributions. The Company shall calculate profit for each calendar month using the following formula: Company Income minus Company Expenses equals Monthly Profit. Company Income means all revenue and other income earned or received by the Company for that month. Company Expenses means all ordinary and necessary Company expenses attributable to that month, including approved operating costs, Karpa and platform charges, advertising spend, influencer fees, legal and professional fees, insurance, refunds, chargebacks, taxes, and other Company obligations. If the calculation produces a positive Monthly Profit, the Company shall make monthly cash distributions after the month's books are closed: seventy percent (70%) of Monthly Profit to Franklin and thirty percent (30%) of Monthly Profit to Emanuela. If the calculation does not produce a positive Monthly Profit, no profit distribution is due for that month. All distributions remain subject to reasonable reserves approved by both Members, lender restrictions, cash availability, and applicable law.

5.8 Tax Distributions. To the extent cash is reasonably available and applicable law permits, the Company shall make pro rata tax distributions sufficient to assist Members with pass-through tax liabilities attributable to Company income, using an assumed rate approved annually by both Members. Tax distributions reduce later ordinary distributions for the same period.

5.9 Compensation. No Member is entitled to salary, wages, a management fee, guaranteed payment, or other compensation solely by reason of being a Member. Any compensation arrangement must be approved in writing by both Members and is separate from ownership and expense reimbursement.

5.10 Partnership Representative. The Members shall jointly appoint the Partnership Representative for federal tax purposes. The representative may not settle a material audit, extend a limitations period, make a push-out election, or bind a Member to an out-of-pocket payment without both Members' written approval to the extent permitted by law.

ARTICLE 6 — REGULATORY AND MARKETING COMPLIANCE

6.1 Licensed Providers. All medical screening, diagnosis, prescribing, clinical advice, pharmacy dispensing, and patient-specific decisions shall be performed only by appropriately licensed professionals or entities. The Company shall respect professional independence and shall not direct clinical outcomes.

6.2 Karpa and Other Partners. Before launch, the Company shall maintain written agreements allocating responsibility among the Company, Karpa or its contracting affiliate, clinicians, pharmacies, fulfillment vendors, and technology providers. The agreements should address licensing, patient consent, privacy, data security, adverse events, refunds, chargebacks, product claims, recalls, and state-specific fulfillment restrictions.

6.3 Marketing Review. Marketing must be truthful, substantiated, and consistent with approved labeling, clinical-partner requirements, platform rules, endorsement-disclosure rules, and applicable law. Neither Member may publish unapproved claims that a product diagnoses, treats, cures, or prevents a disease, guarantees results, or is available in a jurisdiction where it cannot lawfully be furnished.

6.4 Influencers. Influencer agreements must be written, identify required advertising disclosures, prohibit unsupported medical claims, address ownership and reuse of content, and permit prompt takedown of noncompliant content. Influencer compensation and paid media costs are Company expenses subject to the Approved Budget.

6.5 Certifications and Insurance. The Company shall pursue and maintain LegitScript or comparable certifications when required or commercially appropriate, along with appropriate cyber, general liability, media, errors-and-omissions, and other insurance approved in the budget.

6.6 Privacy and Security. The Company shall implement role-based access, strong authentication, secure credential storage, vendor diligence, incident-response procedures, and privacy practices appropriate to the information it handles. Protected health information shall be accessed only when authorized and necessary under applicable agreements and law.

ARTICLE 7 — INTELLECTUAL PROPERTY, BRAND, DATA, AND ACCOUNTS

7.1 Pre-Existing Property. Each Member retains all right, title, and interest in intellectual property, brands, content, systems, templates, know-how, names, likeness rights, and other assets created or owned before being specifically contributed to the Company. Use by the Company does not transfer ownership unless a written assignment expressly says so.

7.2 Company Work Product. Work product created specifically for the Company within an approved Company project, including the Company website, Company-specific copy, advertising creative paid for by the Company, Company databases, workflows, and Company social-media content, shall be owned by the Company upon creation, subject to any pre-existing tools, templates, licenses, and third-party rights. Each Member shall sign reasonable confirmatory assignments.

7.3 Franklin Likeness License. Franklin grants the Company a nonexclusive, nontransferable except with the Company, royalty-free license during his membership to use his approved name, image, likeness, voice, and biographical material solely for lawful Company purposes and approved campaigns. The license does not permit misleading edits, political endorsements, unrelated products, sublicensing outside ordinary vendors, or use after his withdrawal except for a ninety (90)-day wind-down of previously approved materials.

7.4 Emanuela Portfolio Rights. Subject to confidentiality, privacy, patient-data restrictions, and Franklin's likeness rights, Emanuela may identify the Company as a business she co-founded and may display nonconfidential, publicly released Company work in her professional portfolio. Any use of Franklin's likeness remains subject to Section 7.3.

7.5 Domains, Social Accounts, and Credentials. Company domains, social-media accounts, pixels, ad accounts, analytics, email lists, CRM records, platform configurations, phone numbers, and other Company digital assets shall be registered to or documented as Company property whenever the provider permits. Administrative access shall be maintained for operational continuity, and neither Member may lock out the other contrary to Section 5.2.

7.6 Customer and Lead Data. Customer, prospect, affiliate, campaign, and lead data collected for the Company is Company property, subject to consumer rights, clinical-partner agreements, and privacy law. Neither Member may export or use it for a competing or personal purpose without written approval.

ARTICLE 8 — DUTIES, CONFIDENTIALITY, AND CONFLICTS

8.1 Good Faith. Each Member shall act in good faith toward the Company, disclose material conflicts, avoid knowingly misleading the other Member about Company matters, and use Company property only for authorized purposes. The Members intend these express duties to supplement any non-waivable duties under Texas law.

8.2 Confidential Information. Each Member shall protect nonpublic business plans, financial information, vendor pricing, credentials, customer and lead data, campaign performance, clinical-partner information, contracts, and trade secrets. Disclosure is permitted to professional advisers under confidentiality duties, as required by law, or with the other Member's written approval.

8.3 Related Opportunities. A Member who receives a business opportunity specifically directed to the Company, developed using material Company resources, or within an approved Company initiative shall promptly disclose it to the other Member before diverting it elsewhere.

8.4 Public Statements. No Member shall knowingly make a false or misleading public statement about the Company or the other Member's Company conduct. This section does not restrict truthful testimony, legally protected reporting, communications with advisers, or lawful enforcement of rights.

8.5 Survival. Confidentiality, data-protection, intellectual-property, payment, records-access, indemnification, dispute, and accrued-rights provisions survive withdrawal, transfer, or dissolution to the extent their nature requires.

ARTICLE 9 — TRANSFERS, WITHDRAWAL, AND BUYOUTS

9.1 Transfer Restriction. A Member may not sell, assign, pledge, encumber, gift, or otherwise transfer any Membership Interest except under this Article or with the other Member's prior written consent. An unauthorized transfer conveys only the economic rights, if any, that applicable law requires and does not confer management or voting rights.

9.2 Right of First Refusal. Before accepting a bona fide third-party offer for any Interest, the selling Member shall provide the other Member and the Company the complete written offer. The Company shall have twenty (20) days, and then the non-selling Member shall have an additional twenty (20) days, to purchase on the same material terms. A permitted third-party sale must close within ninety (90) days on terms no more favorable than those offered internally.

9.3 Permitted Estate Transfers. A Member may transfer an Interest for estate-planning purposes to a revocable trust or wholly owned entity controlled by that Member if the transferee signs a joinder and the transferring Member remains liable for obligations under this Agreement. Management rights do not transfer without the other Member's written consent.

9.4 Withdrawal. A Member may cease providing services upon thirty (30) days' written notice unless a separate written service agreement provides otherwise. Withdrawal from services does not automatically transfer, cancel, or forfeit the Member's ownership. The parties may negotiate a buyout, but neither is compelled to accept an unagreed price.

9.5 Death or Incapacity. Upon a Member's death, the economic Interest passes according to law or estate documents, subject to this Agreement. The successor does not obtain management rights unless admitted by the surviving Member. The Company and successor shall negotiate in good faith concerning a fair-market-value purchase, supported by an independent valuation if requested.

9.6 No Nominal Repurchase. No Member's Interest may be repurchased for one dollar, book value, original cash paid, or another nominal formula solely because the Member contributed services, stopped working, or had a personal disagreement with the other Member.

9.7 Valuation. Unless both Members agree otherwise, any required fair-market-value determination shall be made by an independent business appraiser experienced in digital-health, telehealth, e-commerce, or subscription businesses. The appraiser shall value the Company as a going concern without minority or marketability discounts for an internal buyout, unless applicable law requires otherwise.

ARTICLE 10 — DISSOLUTION AND WINDING UP

10.1 Dissolution Events. The Company shall dissolve upon both Members' written approval, sale of substantially all assets followed by a decision to wind up, entry of a final judicial decree requiring dissolution, or another event requiring dissolution under non-waivable law.

10.2 Winding Up. The Members shall jointly supervise winding up unless a court appoints another person. Assets shall be applied first to creditors, including approved Member loans; second to reasonable reserves; and then to the Members in accordance with positive capital accounts or, to the extent permitted by tax law, 70% to Franklin and 30% to Emanuela.

10.3 Records and Data at Closure. The winding-up process shall include lawful termination or transfer of clinical-partner arrangements, preservation and deletion of data as required, cancellation of subscriptions, disposition of domains and accounts, and delivery of final financial and tax records to both Members.

ARTICLE 11 — LIABILITY AND INDEMNIFICATION

11.1 Limited Liability. A Member is not personally liable for Company debts solely by reason of being a Member, except for personal guarantees, the Member's own wrongful conduct, or liability imposed by non-waivable law.

11.2 Indemnification. To the fullest extent permitted by law and subject to available insurance and Company assets, the Company shall indemnify a Member for claims and expenses arising from authorized good-faith Company activity. Indemnification does not apply to fraud, willful misconduct, knowing violation of law, material undisclosed conflict, unauthorized personal benefit, or material breach of this Agreement.

11.3 Reliance. A Member may rely in good faith on Company records and on information, opinions, reports, or statements from qualified legal, tax, accounting, clinical, compliance, or other professionals selected with reasonable care.

ARTICLE 12 — DISPUTE RESOLUTION

12.1 Notice and Conference. Before filing a civil action concerning this Agreement, a Member shall provide written notice describing the dispute and requested relief. The Members shall confer in good faith within five (5) business days, except where emergency injunctive relief is reasonably necessary.

12.2 Mediation. If the dispute is not resolved within ten (10) business days after the conference, the Members shall attempt confidential mediation with a mutually selected Texas mediator before trial. Mediation does not prevent a request for temporary injunctive relief to protect funds, data, credentials, intellectual property, regulatory compliance, or Company continuity.

12.3 Governing Law and Venue. Texas law governs this Agreement. Subject to Section 12.2, exclusive venue shall lie in the state or federal courts serving Denton County, Texas, unless both Members agree otherwise in writing.

12.4 Attorneys' Fees. In an action to enforce this Agreement, a court may award the prevailing party reasonable attorneys' fees and costs to the extent permitted by law, considering the parties' conduct and the relief obtained.

ARTICLE 13 — MISCELLANEOUS

13.1 Notices. Formal notices must be in writing and delivered personally, by nationally recognized overnight carrier, or by email with confirmation to the addresses in Schedule A, as updated by written notice. Routine operational approvals may be given through ordinary authenticated business communications.

13.2 Amendments. This Agreement may be amended only in a writing signed by both Members. No course of dealing, oral statement, platform permission, or unilateral filing changes ownership or approval rights.

13.3 Entire Agreement. This Agreement and its schedules constitute the entire agreement concerning the Company's ownership and governance and supersede prior oral or written understandings on those subjects. Separate service, licensing, confidentiality, or vendor agreements remain effective to the extent they do not conflict with this Agreement.

13.4 Conflict with Certificate. If this Agreement conflicts with the Certificate of Formation, the Members shall amend the governing document necessary to give lawful effect to their intent. This Agreement controls between the Members to the fullest extent permitted by law.

13.5 Severability and Reformation. If a provision is unenforceable, it shall be enforced to the maximum lawful extent or reformed narrowly to reflect the original intent, and the remaining provisions remain effective.

13.6 Waiver. A waiver must be written and signed by the waiving Member. A waiver on one occasion is not a waiver on another occasion.

13.7 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original and together constitute one instrument.

13.8 **Independent Review.** Each Member acknowledges the opportunity to consult independent legal and tax advisers. Because Emanuela's Interest is issued for services and is fully vested, the Members shall obtain tax advice concerning valuation, income recognition, capital accounts, and any required elections or reporting before or promptly after signing.

13.9 **Headings.** Headings are for convenience and do not limit the meaning of this Agreement. References to writing include authenticated electronic records unless a signed writing is expressly required.

SIGNATURE PAGE

The Members agree to be bound by this Operating Agreement as of the Effective Date.

FRANKLIN LASHLEY

SIGNATURE ______________________ DATE ____________

NOTICE ADDRESS 11595 La Cantera Trail, Frisco, TX 75034 · bobbylashleyfight@gmail.com

EMANUELA SORINA POP

SIGNATURE ______________________ DATE ____________

NOTICE ADDRESS 1808 Pintail Parkway, Euless, TX, 76039 · ela@media-pop.com

SCHEDULE A — MEMBERS AND OWNERSHIP

This Schedule A is incorporated into the Operating Agreement and may be updated only by a writing signed by both Members.

MEMBER	NOTICE ADDRESS	OWNERSHIP	STATUS
Franklin Lashley	11595 La Cantera Trail, Frisco, TX 75034; bobbylashleyfight@gmail.com	70%	Fully vested Member
Emanuela Sorina Pop	1808 Pintail Parkway, Euless, TX, 76039; ela@media-pop.com	30%	Fully vested Member

SCHEDULE B — CONTRIBUTION AND ROLE SUMMARY

This schedule summarizes the allocation in Articles 3 and 4. If a summary conflicts with the body of the Agreement, the body controls.

MEMBER	PRIMARY CONTRIBUTION	PRIMARY ROLE
Franklin Lashley	Approved Company funding; formation, legal, compliance, ad spend, influencers, Karpa white-label costs, certifications, and other approved expenses; brand and promotional participation.	Principal public face and lead influencer; coordinates approved funding and approves uses of his personal brand.
Emanuela Sorina Pop	Administrative and operating services; web development and maintenance; platform management; ad management; social media; campaign, influencer, vendor, and analytics coordination.	Leads routine platform, marketing, and administrative operations within the Approved Budget and Operating Plan.