

Single-Member Limited Liability Company Operating Agreement

Cold Bore Ballistics LLC

State of Organization: Wisconsin **Date of Formation:** June 10, 2026 **EIN:** 42-3089751

This Single-Member Limited Liability Company Operating Agreement (“Agreement”) is entered into as of **June 10, 2026**, by **Jason M. Schwefel** (“Member”), the sole member of **Cold Bore Ballistics LLC** (the “Company”), a Wisconsin limited liability company organized under Chapter 183 of the Wisconsin Statutes.

1. Organization

1.1 Name. The name of the Company is Cold Bore Ballistics LLC.

1.2 Registered Agent. The Company’s registered agent and registered office are as specified in the Articles of Organization filed with the Wisconsin Department of Financial Institutions (WI DFI) and as updated from time to time in accordance with Wisconsin law.

1.3 Principal Place of Business. The principal place of business of the Company is in the Village of Mukwonago, Waukesha County, Wisconsin, or such other location as the Member may designate from time to time.

1.4 Articles of Organization. The Company was organized by filing Articles of Organization with the WI DFI. This Agreement supplements the Articles of Organization. In the event of any conflict between this Agreement and the Articles of Organization, the Articles of Organization shall control to the extent required by applicable law.

1.5 Term. The Company shall continue in existence until dissolved in accordance with this Agreement and applicable Wisconsin law.

2. Purpose

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized under the laws of the State of Wisconsin, including but not limited to: developing, marketing, licensing, distributing, and selling software applications, technology products, and related services; and any and all activities reasonably related or incidental thereto.

3. Capital Contributions and Ownership

3.1 Initial Contribution. The Member has contributed capital to the Company as reflected in the Company's books and records. The Member's contribution may include cash, property, or services as determined by the Member.

3.2 Ownership. The Member is the sole owner of 100% of the membership interests in the Company.

3.3 Additional Contributions. The Member may make additional capital contributions at any time at the Member's sole discretion. The Member is not required to make any additional capital contributions.

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

4. Allocations and Distributions

4.1 Allocations. All items of Company income, gain, loss, deduction, and credit shall be allocated 100% to the Member.

4.2 Distributions. The Member shall have the sole and absolute discretion to determine the timing and amount of distributions from the Company. The Company shall make distributions to the Member at such times and in such amounts as the Member determines, subject to Wisconsin law and the Company's financial obligations.

4.3 Tax Treatment. The Company is a disregarded entity for federal and applicable state income tax purposes. All items of income, gain, loss, and deduction pass through to the Member's personal tax return. The Member is responsible for all applicable federal, state, and local taxes on Company income.

5. Management

5.1 Member-Managed. The Company is member-managed. The Member has full, exclusive, and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company and to make all decisions regarding the Company's business. No other person has authority to act on behalf of the Company without the Member's express authorization.

5.2 Powers of the Member. Without limiting the generality of Section 5.1, the Member has authority to:

- (a) Open, maintain, and close bank accounts and establish credit facilities in the Company's name;
- (b) Enter into contracts, agreements, and commitments on behalf of the Company;
- (c) Hire, retain, compensate, and discharge employees, contractors, and professional advisors;
- (d) Acquire, own, manage, lease, license, pledge, and dispose of real and personal property;
- (e) Bring and defend legal proceedings in the Company's name;
- (f) Make all decisions related to the development, licensing, distribution, and marketing of the Company's products and services;
- (g) Apply for, maintain, assign, and enforce intellectual property rights;
- (h) Borrow money and pledge Company assets as security, subject to the Member's business judgment;
- (i) Make distributions to the Member; and
- (j) Take any other action the Member deems necessary or appropriate to carry on the Company's business.

5.3 No Meetings Required. As a single-member LLC, no annual meetings, formal voting procedures, or meeting minutes are legally required. Actions may be taken by the Member without a formal meeting. The Member may document significant decisions in a written consent, resolution, or other written record for recordkeeping purposes.

5.4 Officers. The Member may appoint one or more officers of the Company (including, without limitation, a President, Chief Executive Officer, Chief Financial Officer, and/or Secretary) with such authority as the Member may determine. The Member may hold all officer positions.

6. Indemnification

6.1 Indemnification. The Company shall indemnify, defend, and hold harmless the Member, and any officers appointed under Section 5.4, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses (including reasonable attorneys' fees), and other amounts reasonably incurred in connection with the Company's business, to the fullest extent permitted by Wisconsin law, provided that the act or omission giving rise to the claim was not the result of fraud, gross negligence, or willful misconduct.

6.2 Insurance. The Company may purchase and maintain insurance covering potential liabilities described in Section 6.1.

6.3 Limitation of Member Liability. Except as otherwise required by the Wisconsin Limited Liability Company Law or other applicable law, the Member shall not be personally liable for any debt, obligation, or liability of the Company, whether arising in contract, tort,

or otherwise, solely by reason of being the Member. The failure of the Company to observe formalities or requirements relating to the exercise of its powers or the management of its business and affairs under this Agreement or applicable law shall not be grounds for imposing personal liability on the Member for any debt, obligation, or liability of the Company.

7. Transfer of Membership Interest

7.1 Transfer. The Member may transfer, assign, sell, pledge, or otherwise dispose of all or any portion of the Member's membership interest at any time, in the Member's sole discretion, subject to applicable law.

7.2 Death or Incapacity of Member. Upon the death or permanent incapacity of the Member, the Company shall not dissolve automatically. The Member's legal successors, heirs, executors, or administrators shall succeed to the membership interest and may continue or wind up the Company's business as permitted by applicable Wisconsin law.

8. Dissolution and Winding Up

8.1 Dissolution. The Company shall be dissolved upon: (a) the written election of the Member to dissolve the Company; (b) any event that under Wisconsin law requires dissolution; or (c) entry of a judicial decree of dissolution.

8.2 Winding Up. Upon dissolution, the Member (or a designated liquidating trustee) shall wind up the Company's affairs by: (i) completing any unfinished Company business; (ii) collecting Company assets; (iii) paying or providing for all Company liabilities and obligations; and (iv) distributing remaining assets to the Member.

8.3 Articles of Dissolution. Following winding up, the Member shall file Articles of Dissolution with the WI DFI in accordance with Wisconsin law.

9. Books, Records, and Accounting

9.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and financial affairs in accordance with sound accounting practices. The Member has the right to inspect and copy all Company books and records at any time.

9.2 Fiscal Year. The Company's fiscal year shall be the calendar year (January 1 through December 31).

9.3 Accounting Method. The Company shall use the cash method of accounting unless the Member determines another method is appropriate.

9.4 Separateness; No Commingling. The Member shall preserve the Company's existence as a legal entity separate and distinct from the Member. To that end, the Member shall: (a) maintain one or more bank accounts in the Company's name separate from the Member's personal accounts, and conduct all Company financial transactions through such accounts; (b) not commingle Company funds or assets with the personal funds or assets of the Member or of any other person; (c) maintain the Company's books, records, and financial statements separately from the Member's personal records; (d) hold and identify Company assets in the Company's name; (e) pay Company obligations from Company funds and the Member's personal obligations from the Member's personal funds; and (f) conduct business in the Company's name and otherwise observe the formalities appropriate to maintaining the Company as a separate entity. Distributions properly made to the Member under Section 4.2 do not constitute commingling.

10. Intellectual Property

10.1 Company Ownership. All intellectual property developed, created, or acquired in connection with the Company's business — including but not limited to software, algorithms, trademarks, trade secrets, copyrights, and patent rights — is the exclusive property of the Company. The Member assigns to the Company any intellectual property created in the Member's individual capacity that relates to the Company's business.

10.2 Trade Secrets. The Company's ballistic engine methodology, calculation algorithms, and related technical know-how are trade secrets of the Company. The Member shall take reasonable measures to maintain the confidentiality of all trade secrets.

11. Miscellaneous

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, including the Wisconsin Limited Liability Company Law (Chapter 183 of the Wisconsin Statutes), without regard to conflict of laws principles.

11.2 Amendment. This Agreement may be amended only by a written instrument signed by the Member.

11.3 Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions relating thereto.

11.4 Severability. If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be modified to the minimum extent necessary to make it enforceable, and all other provisions shall remain in full force and effect.

11.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Member and the Company. Nothing in this Agreement creates or is intended to create any rights in or for any third party.

11.6 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. Electronic signatures are binding.

Signature

IN WITNESS WHEREOF, the undersigned, being the sole Member of Cold Bore Ballistics LLC, adopts this Operating Agreement as of the date first written above.

MEMBER:

Signature: _____

Name: Jason M. Schwefel

Date: _____

[END OF AGREEMENT]