

OPERATING AGREEMENT

OF

CRAZY SOLUTIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is made this 20th day of July, 2015 by and among Michele Costa ("Costa"), Paolo Alberti ("Alberti") and Roberta Marcenaro ("Marcenaro"), who collectively with Costa shall be referred to herein as the "Initial Members") as the initial members of CRAZY SOLUTIONS, LLC, a District of Columbia limited liability company (the "Company").

ARTICLE I

Name, Formation and Principal Office

1.1 **Name.** The name of the Company is "CRAZY SOLUTIONS, LLC."

1.2 **Formation.** The Company was formed as a District of Columbia limited liability company under the provisions of the District of Columbia Limited Liability Company Act (District of Columbia Code, Title 29, Chapter 10), hereinafter referred to as the "Act". To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Law and this Agreement.

ARTICLE II

Purpose, Term and Governing Law

2.1 **Purpose.** The Company is formed for the object and purpose of performing creation of websites and applications for mobile phones, e-commerce services and engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

2.2 **Term.** The term of the Company shall commence on the date the Certificate of Formation of the Company is filed with the District of Columbia in accordance with the provisions of the Act and shall continue in perpetual existence unless and until dissolved and terminated pursuant to this Agreement.

2.3 **Governing Law.** This Agreement shall be deemed to be made, consummated and entered in the District of Columbia, and this Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to District of Columbia conflict of laws principles.

ARTICLE III
Members and Management

3.1 Members. The Initial Members of the Company shall be: (i) Costa, who shall own a Eighty Percent (80%) ownership interest in the Company; (ii) Alberti who shall own a 15 Percent (15%) and (iii) Marcenaro, who shall own a five Percent (5%) ownership interest in the Company; unless or until: (a) the Initial Members amend this Agreement to admit additional members to the Company; or (b) an Initial Member elects to no longer to be a member of the Company.

3.2 Voting Rights. Each member shall vote in proportion to their ownership interest in the Company.

3.3 Additional Members. Additional members of the Company may be admitted from time to time upon the written approval of the Initial Members. All Initial Members and all subsequent members shall be bound by this Agreement. No Initial Member may transfer, assign, or sell their shares without the prior written consent of the other Initial Member.

3.4 Management. The business and affairs of the Company shall be managed by one or more managers. The managers may, but need not, be members of the Company. Costa, Alberti and Marcenaro shall be the initial Managers of the Company (the "Managers"). The Managers shall manage and operate the day-to-day business and affairs of the Company. In performing management functions for the Company, a Manager may use the title "Manager" or such other title or titles (including, without limitation, the title "President" or "Chief Executive Officer") as the Managers shall determine. The Managers shall have exclusive and complete authority and discretion to manage the day-to-day operations and affairs of the Company and to make all decisions regarding the business of the Company in the ordinary course. Any action taken by a Manager on behalf of the Company shall constitute the act of and serve to bind the Company. A Manager's signature shall be required on all documents, agreements and contracts or such documents, agreements or contracts shall not bind the Company. Members of the Company owning no less than a majority of the Company's membership interests must approve any action outside the ordinary course of business or that is material to the operation of the Company. Without derogating from the generality of the foregoing, it is expressly agreed that the transfer or sale of all or substantially all of the Company's assets is not in the ordinary course of business of the Company. In the event that additional members are admitted to the Company, the management of the Company shall be as provided in the amendment to this Agreement admitting the additional members.

3.5 Tax Matter Partner. Costa shall serve as the "Tax Matters Partner" of the Company within the meaning of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended. All costs and expenses incurred by the Tax Matters Partner in performing her duties as such shall be borne by the Company. Nothing herein shall be construed to restrict the Company from engaging accountants, attorneys or other professionals to render advise to the Company.

3.6 Treatment as a Partnership for Tax Purposes. The members shall treat the Company as a partnership for federal and state income tax purposes.

3.7 Fiscal Year. The fiscal year for the Company shall be the calendar year unless otherwise determined by the members.

ARTICLE IV **Capital Contributions**

4.1 Contributions to the Company. The Initial Member Costa contributes capital contributions to the Company. The Initial Members, Alberti and Marcenaro after the effective date of this Agreement, may not make such contributions.

ARTICLE V **Member Dissociation**

5.1 Definition of "Member Dissociation." The dissociation of a member means the termination of the member's right to participate in the Company's business and internal affairs by voting on Company matters, by acting as an agent for the Company, or otherwise.

5.2 Events of Dissociation. A member shall be dissociated only upon the occurrence of one of the following events (the "Dissociated Member"):

- (a) The death of the member;
- (b) A member incurs a Total Disability (as defined in Section 5.3);
- (c) A member files for bankruptcy protection or is otherwise insolvent; or
- (d) A member resigns in accordance with Section 5.4.

5.3 Definition of "Total Disability." A member shall be deemed to have incurred a Total Disability within the meaning of Section 5.2(b) if, by reason of any physical or mental disability, he or she has not participated significantly in the business and material affairs of the Company for a period of at least ninety (90) consecutive days or is unable to participate significantly in the ongoing business and internal affairs of the Company as determined by a third party physician in a manner consistent with his or her responsibilities and efforts existing prior to the Total Disability.

5.4 Definition and effective date of "resignation." For purposes of this Article 5, the resignation of a member means the member's voluntary renunciation of the member's right to participate in the ongoing business and internal affairs of the Company. A member shall be deemed to have resigned from the Company within the meaning of this Article 5 on the effective

date of the notice of the resignation. A member may without future liability resign as a member of the Company by giving notice to the other members. The resignation shall be effective sixty (60) days after the other members have received notice.

5.5 Right to acquire dissociated membership interests. If a member becomes dissociated from the Company for any reason, the remaining Initial Members (the "Remaining Initial Member(s)") may require the Dissociated Member to promptly sell all of the Dissociated Member's Company membership interest to the Remaining Initial Member(s) for an amount equal to ninety percent (90%) of the fair market value of the Dissociated Member's membership interest in the Company as determined by a third party appraiser to be mutually selected in good faith by the members (the "Appraiser"). The Remaining Initial Member(s) must notify the Appraiser within fifteen (15) days from the date of the Remaining Initial Member's decision to purchase the Dissociated Member's interest in the Company (the "Appraisal Notice"). The Appraiser shall complete his/her appraisal report within sixty (60) days from the Appraisal Notice. The Appraiser's determination shall be deemed final and binding. The Remaining Initial Member(s) shall then pay the purchase price aforesaid in equal monthly installments during the succeeding twelve (12) month period including interest on the principal balance thereof from time to time outstanding at the rate of eight and 00/100 percent (8%) per annum simple interest, commencing on the first day of the first month after completion of the Appraiser's report. If the purchase price is not timely paid, the Remaining Initial Member(s) shall be required to pay one hundred percent (100%) of the fair market value of the Dissociated Member's interest on the first day of the next succeeding month.

ARTICLE VI

Dissolution

6.1 Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of at least two-thirds (2/3) of all the ownership interest in the Company; (b) except as otherwise stated in this Agreement, the withdrawal, resignation, expulsion, incapacity, death or bankruptcy of an Initial Member or the occurrence of any other event that terminates the continued membership of an Initial Member in the Company, unless the business of the Company is continued by the written consent of the remaining Initial Member of the Company within ninety (90) days following the occurrence of any such event; or (c) the entry of a decree of judicial dissolution of the Company under the Act.

ARTICLE VII

Liability and Indemnification

7.1 Liability of Members. The liabilities of the members of the Company are limited to the maximum extent permitted by District of Columbia law and statute, provided that no such personal liability shall be eliminated or limited in any manner if a final judgment or other final adjudication determines that: (a) the member's actions or omissions were in bad faith, involved

intentional misconduct, or were a knowing violation of law; or (b) the member gained in fact a financial profit or other advantage to which the member was not legally entitled.

7.2 Liability of Managers. The Managers of the Company shall not be personally liable to the Company, nor shall any Manager be liable to the members, and the Company and the members each hereby waive, to the fullest extent permitted under District of Columbia law, any liability owed to it, for monetary damages for any breach of any duty owed to the Company by any Manager; provided that no such personal liability shall be eliminated or limited in any manner if a final judgment or other final adjudication determines that: (a) the Manager's actions or omissions were in bad faith, involved intentional misconduct, or were a knowing violation of law, or (b) the Manager gained in fact a financial profit or other advantage to which the Manager was not legally entitled. The foregoing sentence shall not apply to any act or omission made by any Manager prior to the adoption and authorization of this Agreement.

ARTICLE VIII **Miscellaneous**

8.1 Entire Agreement. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter hereof and supersedes all other agreements and understandings concerning the subject matter of this Agreement between the parties. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8.2 Amendment. This Agreement may not be amended, changed or modified in any manner orally, and may be amended only by a writing signed by members of the Company owning no less than sixty-six and 67/100 percent (66.67%) of the Company's membership interests.

8.3 Parole Evidence. No parole or extrinsic evidence shall be used to modify, supplement or amend the express terms of this Agreement.

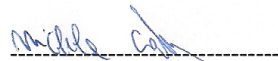
8.4 Severability. If any provision of this Agreement is contrary to applicable law, the parties shall amend such provision to the extent minimally necessary to conform to such law, and agree that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.5 Fax Counterparts. This Agreement may be entered into multiple facsimile counterparts, each of which shall constitute an original agreement, and all of which together shall constitute one and the same agreement.

8.6 Binding Agreement. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors, affiliates, subsidiaries and assigns of the respective parties hereto.

8.7 Headings. Whenever required by the context, references in this Agreement to the masculine, feminine or neuter gender shall include all genders and the neuter and references to the singular shall include a reference to the plural.

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



Michele Costa
Date: July, 20 2015

Paolo Alberti
Date: July, 20 2015



Roberta Marcenaro
Date: July, 20 2015