

JOINDER TO OPERATING AGREEMENT
OF
EARTHX CORPORATION LTD

This Joinder to Operating Agreement (this "Joinder") is entered into as of _____, 20____ (the "Effective Date"), by and between:

EARTHX CORPORATION LTD, an Ohio limited liability company (the "Company"), and

_____ (the "New Member").

RECITALS

WHEREAS, the Company is governed by that certain Operating Agreement, dated as of _____, 20____, as amended from time to time (the "Operating Agreement");

WHEREAS, the New Member has acquired or will acquire _____ membership units (the "Units") of the Company pursuant to (select one):

- Beta Tester Unit Purchase Agreement dated _____, 20____
- Services for Membership Units Agreement dated _____, 20____
- Convertible Note Purchase Agreement dated _____, 20____
- Other: _____

WHEREAS, as a condition to acquiring the Units, the New Member is required to become a party to the Operating Agreement and to agree to be bound by all of its terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

JOINDER PROVISIONS

- 1. Joinder to Operating Agreement. The New Member hereby becomes a party to the Operating Agreement as a "Member" (as defined in the Operating Agreement) and agrees to be bound by all of the terms and conditions of the Operating Agreement as if the New Member were an original signatory thereto.**
- 2. Receipt and Review of Operating Agreement. The New Member acknowledges that the New Member has received a complete copy of the Operating Agreement, has carefully reviewed and understands all of its terms and conditions, and has had an opportunity to consult with legal counsel regarding the Operating Agreement.**
- 3. Acceptance of Rights and Obligations. The New Member accepts all rights, privileges, duties, and obligations of a Member under the Operating Agreement, including without limitation:**
 - (a) All voting rights and obligations;
 - (b) All rights to distributions and allocations of profits and losses;

- (c) All transfer restrictions, including rights of first refusal, co-sale rights, and drag-along rights;
- (d) All restrictions on competition and confidentiality obligations;
- (e) All other provisions of the Operating Agreement applicable to Members.

4. Membership Information. The New Member's information for purposes of the Operating Agreement is as follows:

Name: _____

Address: _____

Email: _____

Phone: _____

Number of Units: _____

Percentage Interest: _____ %

5. Representations and Warranties. The New Member represents and warrants to the Company and to all other Members that:

- (a) If the New Member is an individual, the New Member has full legal capacity to enter into this Joinder and to perform all obligations hereunder;
- (b) If the New Member is an entity, the New Member is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and has full power and authority to enter into this Joinder;
- (c) The execution, delivery, and performance of this Joinder have been duly authorized by all necessary action on the part of the New Member;
- (d) This Joinder constitutes a valid and binding obligation of the New Member, enforceable in accordance with its terms.

6. Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

7. Effect of Joinder. Upon execution of this Joinder by the New Member and acceptance by the Company, the New Member shall be deemed a Member under the Operating Agreement for all purposes, and the membership records of the Company shall be updated to reflect the New Member's ownership of the Units.

8. Counterparts. This Joinder may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

JOINDER TO OPERATING AGREEMENT

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

NEW MEMBER:

By executing this Joinder, I acknowledge that I have received, reviewed, and understand the Operating Agreement of EARTHX CORPORATION LTD and agree to be bound by all of its terms and conditions as a Member of the Company.

Signature

Print Name

Title (if entity)

Date: _____

ACCEPTED AND ACKNOWLEDGED:

EARTHX CORPORATION LTD

By: _____

Name: Anthony Baird

Title: Chief Executive Officer

Date: _____

EXHIBIT A

MEMBERSHIP INFORMATION

NEW MEMBER DETAILS

Full Legal Name:

Type of Entity (if applicable):

Individual LLC Corporation Partnership Trust Other:

Tax Identification Number (SSN or EIN):

Mailing Address:

Email Address:

Phone Number:

MEMBERSHIP UNITS INFORMATION

Number of Units Acquired:

Percentage Ownership Interest:

% (percentage)

Date of Acquisition:

Acquisition Method:

- Beta Tester Purchase
- Services Agreement
- Convertible Note Conversion
- Other:

Certificate Number(s):