OPERATING AGREEMENT

This Limited Liability Company (LLC) Operating Agreement (hereinafter referred to as the "Agreement") is entered into on [Date of signing] by [Member] [Member 1] of [Company name], to be formed with [Members will form the LLC] Member(s):

, an individual, having their usual place of living at [Address], (the "Member"),

as member of [Company name] LLC (the "Company"), and all of those who shall later be admitted as members (individually referred to as the "Member" and collectively the "Members"), identified in Exhibit 1.

WHEREAS the Member has created the Company under the laws of the State of [State];

WHEREAS the Member has made contributions to the capital of the Company, detailed in Exhibit 2, which is annexed to this Agreement;

NOW, THEREFORE, the Member has agreed as follows:

COMPANY ORGANIZATION

- Establishment. The Member has officially established the Company in conformity with the regulatory framework of the state where the Company was constituted. This Agreement is effective from the date of its endorsement by the Member.
- Purpose. The purpose of the Company is to engage in and conduct any legitimate business or activity that is allowed under the laws of the State of [State], subject to the strategic decisions made by the Member.
- Registered agent. The name and location of the Company's registered agent will be stated in the foundational documents of the Company.
- Term. The Company is intended to operate indefinitely unless it is dissolved and its operations are formally concluded as prescribed by applicable laws or stipulated in this Agreement.
- Place of business. The Company's principal place of business will be located at [Address], [City], [State] [ZIP Code]. This place may be altered as deemed appropriate by the Member occasionally.
- Continuance of the Company. In the event of death, expulsion, bankruptcy, retirement, or any other incident resulting in the end of the membership, and if a minimum of two Members still exist, these Members are entitled to continue the Company's operations. This entitlement is conditional upon a collective agreement among the remaining Members, reached unanimously within ninety (90) days following the event leading to the membership cessation.

• The Member. The name and address of the Member are documented in Exhibit 1, annexed to this Agreement. Membership interest in the Company is represented by a Certificate of Membership issued by the Company. This Certificate details the Member's name and the proportion of the membership interest. Except as explicitly stated in this Agreement, the induction of new Members, through the Company's issuance of new interest, requires the unanimous written approval of the current Member. New Members may be admitted to the Company solely through the issuance of a Certificate of New Membership by the Company, reflecting the acquisition of interest in the Company, or as otherwise detailed in this Agreement.

CAPITAL CONTRIBUTIONS

• Initial capital contributions. Initially, the Member is committed to contributing capital to the Company, as outlined in Exhibit 2, annexed to this Agreement. The total value of such contribution, encompassing property and cash, is [Total amount].

• Additional contributions. The Member shall not be required to augment their capital contribution to the Company's capital without prior unanimous written agreement among all the Members.

PROFITS, LOSSES, AND DISTRIBUTIONS

• Profits/losses. For the purposes of financial accounting and taxation, the Company shall annually ascertain its net profits or net losses. These financial outcomes shall be apportioned among the Members in accordance with the ratio of each Member's interest in the Company's capital, as detailed in Exhibit 1.

• Distributions. Except as provided otherwise in this Agreement, all distributions, whether in cash or other forms of assets, shall be allocated to the Members proportionately to their respective percentage interests in the Company as of the distribution date. The timing of such distributions shall be at the discretion of the Company's Members. Furthermore, any sum deducted in compliance with state or local taxation regulations concerning any disbursement or allocation to the Members from the Company shall be deemed as amounts proportionally distributed to the pertinent Member or Members in alignment with this paragraph.

MANAGEMENT

• Management of the Company. The Members are responsible for the management of the Company. Unless explicitly stated otherwise, any references within this Agreement to decisions, consents, approvals, or actions by the Members shall imply the concurrence of a majority of the Members.

• Manager. The Company's operations shall be managed by [Managers do you want to appoint] manager(s). The Members who collectively represent a majority of the

Company's capital interests, as documented in Exhibit 1, are entitled to elect a manager or managers. The Members shall designate one manager as the Chief Executive Manager among these. The manager(s) may be selected from within the Members or from outside. The names and addresses of the Managers are detailed in Exhibit 3 of this Agreement.

• Chief Executive Manager. The Chief Executive Manager is primarily responsible for managing the Company's operational activities and executing the Member's decisions.

• The Members. The Members who do not serve as Managers are excluded from participating in the control, management, direction, or operational activities of the Company and lack the authority to enter into binding agreements on behalf of the Company. While the Managers may consult the Members for advice, they are not obligated to adhere to it.

• Manager's power. The Managers hold comprehensive authority to undertake decisions essential for operating and managing the Company's affairs. This encompasses but is not limited to actions like leasing, selling, exchanging, or otherwise disposing of the Company's assets; acquiring additional assets; managing parts or all of the Company's properties; borrowing money and incurring liabilities and other obligations; initiating and managing bank accounts, conducting transactions therein; hiring employees and agents, determining their remuneration; initiating or engaging in legal proceedings on behalf of the Company; instituting incentive and benefit plans for employees and agents.Moreover, the Managers must negotiate and sign all agreements, contracts, documents, and instruments related to the Company's assets. This includes but is not limited to issuing payment orders from the Company's funds, executing promissory notes, loans, security agreements, other similar documents, and any other instruments related to the Company's operations.

• Limitation of liability. Except as legally mandated or explicitly agreed upon, a Member shall not be liable for the Company's actions, debts, or other obligations. Each Member's financial responsibility is capped at the level of their investment in the Company. The Managers will not bear any liability for any action or inaction that, despite potentially leading to losses or damages for the Company or the Members, was done in good faith to promote the Company's best interests.

Indemnification. The Company commits to defending any individual, whether the Member, Manager, employee, agent, or someone serving at the Company's request, who faces or is threatened to be implicated as a defendant in any legal, civil, criminal, administrative, or investigative proceedings arising from their association with the Company. This indemnity covers all reasonable expenses, including legal fees, judgments, fines, and settlement amounts, incurred to such proceedings, provided it is determined by the Members that the individual acted with integrity, in a manner believed to be in the Company's best interest

or not in conflict with it, and, in the case of criminal proceedings, had no reasonable basis to believe their actions were illegal. Regardless of the outcome, the resolution of such proceedings does not inherently imply that the individual failed to act with integrity or in the Company's best interest or that they believed their actions were illegal.

- Company information. Managers must provide data concerning the Company or its operations to any Member upon request. Each Member, or their authorized delegate, is entitled to access, inspect, and replicate all company-related documents, records, and materials in the possession of the Managers. Costs associated with such access shall be borne by the Member making the request.
- Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company. The Company will be paying for all expenses associated with its establishment.
- Professional services. The Company is entitled to obtain legal and accounting services as deemed reasonably necessary for its operational business.

COMPENSATION

- Management fee and salary. The Managers who provide services to the Company shall receive remuneration for the services rendered. However, the Members are not entitled to receive a salary for fulfilling their responsibilities stipulated in this Agreement unless such remuneration is expressly sanctioned through written consent from the majority of the Members.

Reimbursement. The Company is obligated to refund the Managers or Members for any expenses incurred directly from managing the Company.

BANK ACCOUNTS

The Company funds are to be kept strictly in bank accounts under the Company's name, selected by the Members. Withdrawals from these accounts must be strictly for the Company's regular business activities and require the Members' approval.

OWNERSHIP OF COMPANY ASSETS

Assets held by the Company are exclusively owned by the Company as an entity. The Members do not have a personal ownership interest in these assets. The Company, or nominees appointed by the Members, may hold the title to these assets as deemed appropriate by the Members.

BOOKS, RECORDS, AND ACCOUNTING

• Books and records. The Company is committed to maintaining comprehensive and accurate books and records of its business operations and affairs. These records are to be kept at the Company's registered address.

• Fiscal year, accounting. The fiscal year for the Company aligns with the calendar year. The Members will decide on the accounting standards and practices to be adhered to by the Company.

• Financial reports. The Members are responsible for ensuring that all Members receive reports detailing the Company's financial status and operational outcomes. These reports, including each Member's share of profits, losses, and other relevant financial details, should be distributed annually, promptly following the close of each calendar year.

• Members' accounts. The Company shall maintain separate capital accounts for each Member. These accounts shall reflect the Member's capital contributions, adjustments for their share of the Company's net income or losses, and reflect decreases for distributions made to the Member and the Member's share of any of the Company's losses and deductions.

DISSOLUTION

The Company may be dissolved at any time upon the Members' decision. In the event of dissolution, the Company is required to settle its debts before distributing any remaining cash, assets, or initial capital back to the Members according to their respective interests in the Company.

MISCELLANEOUS PROVISIONS

• Headings. The titles of sections in this Agreement serve solely for organizational and reference purposes and do not influence the interpretation or understanding of any provision in this Agreement.

• Entire agreement. This Agreement and its exhibits constitute the entire understanding between the Members, and no modifications may be made to this Agreement without their collective written consent. This Agreement overrides and nullifies all previous agreements regarding the matters covered here, whether spoken or written.

• Severability. If any provision of this Agreement is invalid, the validity and enforceability of the remaining provisions will not be affected.

• Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered original, but all of them will constitute the same.

• Amendment. Any amendment or revocation of this Agreement requires a written agreement executed by all Members. No modification or alteration is considered valid unless documented in writing and signed by all Members.

Governing law. The terms of this Agreement shall be governed by the laws of the State of [Governing State].

• Notices. All notices or communications required under this Agreement by any Member must be made in writing, and a physical copy must be delivered to the address and the email [Email] listed in Exhibit 1.

DECLARATION

The Member hereby acknowledges and affirms [Email] the understanding and acceptance of the terms of this Agreement. In good faith, the Member commits to abide by and faithfully execute the terms of this Agreement.

IN WITNESS WHEREOF, the Member has duly affixed personal signature and agreed to this Agreement as of the date.

THE MEMBER

[Name]
Address: [Address], [City], [State] [ZIP Code], USA
Email: [Email]

_____ (Place for a signature)

EXHIBIT 1

LIST OF MEMBERS

As of [Date of signing], the following is a list of Members of the Company:

Name: [Name]; Ownership percentage: 100%; Address: [Address]; Email: [Email]; Bank: [Bank name], Account: [Account number]; Additional details: [Details].

THE MEMBER

[Name]
Address: [Address], [City], [State] [ZIP Code], USA
Email: [Email]

_____ (Place for a signature)

EXHIBIT 2

CAPITAL CONTRIBUTIONS

The contribution to the Company's capital is declared to be [Amount]. The description and each portion of this contribution is as follows: [Description].

Signed on [Date of signing].

THE MEMBER

[Name]
Address: [Address], [City], [State] [ZIP Code], USA
Email: [Email]

_____ (Place for a signature)

EXHIBIT 3 LIST OF MANAGERS The following Managers have been elected to manage the Company: Chief Executive Manager Name: [Name]; Address:[Name]; Email: [Name].- [Name] Manager Name: [Name]; Address: [Name]; Email: [Name]. The aforementioned Manager(s) shall serve in their capacities until they are removed for any reason in accordance with this Agreement or upon their voluntary resignation from their positions. Signed on [Date of signing]. THE MEMBER , USA _____ (Place for a signature)

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [Governing State], without regard to its conflict of laws principles.

PARTY 1

_____

Name: _____

Date: _____

PARTY 2

_____

Name: _____

Date: _____