

OPERATING AGREEMENT OF PROSIMIAN LABS LLC

A Wyoming Limited Liability Company

Effective Date: February 10, 2026 (the "Effective Date")

RECITALS

WHEREAS, the Member desires to form a Limited Liability Company under the laws of the State of Wyoming for the purposes set forth herein;

WHEREAS, the Member desires to memorialize the ownership, management, and operation of the Company on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the Member agrees as follows:

ARTICLE 1: DEFINITIONS

1.1 "Act" means the Wyoming Limited Liability Company Act, Wyo. Stat. Ann. Section 17-29-101 et seq., as amended from time to time.

1.2 "Agreement" means this Operating Agreement, as amended from time to time in accordance with the provisions hereof.

1.3 "Business" means the development, marketing, sale, and operation of artificial intelligence-powered call handling, call answering, customer communication, and related technology products and services, and any business reasonably ancillary thereto.

1.4 "Capital Account" means the account maintained for the Member in accordance with Section 3.4.

1.5 "Capital Contribution" means any cash, property, services rendered, promissory note, or other binding obligation to contribute cash or property contributed by the Member to the Company.

1.6 "Code" means the Internal Revenue Code of 1986, as amended.

1.7 "Company" means Prosimian Labs LLC, a Wyoming limited liability company.

1.8 "Company IP" means all Intellectual Property owned by, assigned to, or developed for the Company.

1.9 "Confidential Information" means all non-public information regarding the Company, its Business, operations, technology, customers, suppliers, financial condition, strategies, and plans, including all Company IP, customer lists, pricing information, business plans, marketing strategies, and any other information that a reasonable person would understand to be confidential.

1.10 "Distribution" means a transfer of money or other property from the Company to the Member in the Member's capacity as a Member.

1.11 "Effective Date" means the date first written above.

1.12 "Fiscal Year" means the calendar year, or such other fiscal year as the Member may select.

1.13 "Intellectual Property" means all patents, patent applications, trademarks, service marks, trade names, domain names, copyrights, trade secrets, know-how, software (including source code and object code), algorithms, model weights, datasets, prompts, training data, AI models and configurations, application programming interfaces (APIs), documentation, inventions, designs, and all other intellectual property rights of any kind.

1.14 "Member" means Alexander Sikand, and any person hereafter admitted as a member of the Company in accordance with this Agreement.

1.15 "Membership Interest" means the Member's entire interest in the Company, including all economic, management, and voting rights.

1.16 "Membership Units" or "Units" means the units of Membership Interest in the Company. The Company shall have a total of 10,000,000 authorized Units.

1.17 "Net Profits" and "Net Losses" mean the Company's income, gain, loss, and deduction for the applicable period as determined for federal income tax purposes.

1.18 "Treasury Regulations" means the final and temporary regulations promulgated under the Code.

ARTICLE 2: FORMATION AND GENERAL PROVISIONS

2.1 Formation. The Company has been formed as a Wyoming limited liability company by the filing of Articles of Organization with the Wyoming Secretary of State pursuant to the Act. The rights, powers, duties, obligations, and liabilities of the Member shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of the Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is **Prosimian Labs LLC**. The Company may also conduct business under any other name or names that the Member selects.

2.3 Purpose. The purpose of the Company is to engage in the Business and any lawful activity related or incidental thereto for which a limited liability company may be formed under the Act.

2.4 Term. The Company shall have perpetual existence unless dissolved in accordance with Article 9 of this Agreement or the Act.

2.5 Principal Office. The principal office of the Company shall be located at:

30 N Gould St Ste N, Sheridan, WY 82801

The Member may change the principal office at any time.

2.6 Registered Agent. The Company's registered agent in Wyoming shall be:

Northwest Registered Agent LLC
30 N Gould St Ste N, Sheridan, WY 82801

The Member may change the registered agent by appropriate filing with the Wyoming Secretary of State.

2.7 Banking. The Company shall maintain its business banking accounts separately from the Member's personal accounts. The Member shall be the sole authorized signatory on all Company bank accounts.

2.8 Maintenance of Separate Identity. The Member shall at all times maintain the Company as a separate legal entity. Without limiting the foregoing:

- (a) **No Commingling.** The Member shall not commingle personal funds, accounts, or assets with the funds, accounts, or assets of the Company. All Company funds shall be deposited in and disbursed from accounts held in the name of the Company;
- (b) **Separate Records.** The Company shall maintain its own separate books, records, bank accounts, tax returns, and financial statements, distinct from those of the Member;
- (c) **Company Name.** The Company shall conduct all business in its own name and shall hold all assets in its own name; and
- (d) **Formalities.** The Member shall observe all formalities required by the Act and this Agreement, including maintaining the Company's registered agent, filing required annual reports, and documenting all material decisions by written consent.

2.9 Compliance with Laws. The Company shall conduct the Business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation applicable data privacy and consumer protection laws, intellectual property laws, tax laws, and any regulations applicable to the use of artificial intelligence in customer communications.

ARTICLE 3: MEMBERSHIP, UNITS, AND CAPITAL

3.1 Member and Percentage Interest. The Member of the Company, Membership Units, and Percentage Interest are as follows:

Member	Units	Percentage Interest
Alexander Sikand	10,000,000	100%

3.2 Initial Capital Contribution. The Member has made or shall make the initial Capital Contribution set forth in **Schedule A** attached hereto.

3.3 Additional Contributions. The Member may make additional Capital Contributions at any time but shall not be required to do so.

3.4 Capital Account. The Company shall maintain a Capital Account for the Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). The Member's Capital Account shall be:

- (a) Increased by (i) the amount of cash contributed by the Member, (ii) the fair market value of property contributed by the Member (net of liabilities), and (iii) allocations of Net Profits and gain to the Member; and
- (b) Decreased by (i) the amount of cash distributed to the Member, (ii) the fair market value of property distributed to the Member (net of liabilities), and (iii) allocations of Net Losses and deductions to the Member.

3.5 Future Equity Issuance. The Member may, at any time, authorize the issuance of additional Membership Units, profits interests, options, warrants, or other equity-linked interests to future members, employees, investors, or service providers, on such terms as the Member determines in their sole discretion. Any such issuance shall be documented by a written amendment to this Agreement.

ARTICLE 4: ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocation of Net Profits and Net Losses. All Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated to the Member.

4.2 Distributions. Distributions shall be made at such times and in such amounts as the Member determines in their sole discretion.

4.3 Limitations on Distributions. No Distribution shall be made if, after giving effect to the Distribution:

- (a) The Company would not be able to pay its debts as they become due in the ordinary course of business; or
- (b) The Company's total assets would be less than the sum of its total liabilities.

ARTICLE 5: MANAGEMENT

5.1 Member-Managed. The Company shall be member-managed. The Member shall have full and exclusive authority to manage the business and affairs of the Company, including the authority to:

- (a) Execute contracts, agreements, and instruments on behalf of the Company;
- (b) Open, maintain, and close bank accounts and investment accounts;
- (c) Hire and terminate employees, independent contractors, and consultants;

- (d) Incur debts, borrow money, and pledge Company assets as security;
- (e) Acquire, hold, manage, and dispose of Company property;
- (f) Commence, prosecute, defend, and settle legal proceedings;
- (g) Determine the compensation of the Member and any employees;
- (h) Make all tax elections and filings on behalf of the Company; and
- (i) Take any and all other actions necessary or desirable for the conduct of the Company's business.

5.2 Officers. The Member may appoint officers to act on behalf of the Company. Any officer shall serve at the pleasure of the Member and may be removed at any time with or without cause.

5.3 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs, including:

- (a) Copies of the Articles of Organization and all amendments thereto;
- (b) Copies of this Agreement and all amendments thereto;
- (c) Copies of the Company's federal, state, and local income tax returns for the three (3) most recent Fiscal Years; and
- (d) Copies of the Company's financial statements for the three (3) most recent Fiscal Years.

5.4 Compensation. The Member may receive reasonable compensation for services rendered to the Company, as determined by the Member.

ARTICLE 6: CONTRACTORS AND THIRD PARTIES

6.1 Contractor and Employee IP Assignments. The Company shall require all employees, independent contractors, consultants, and other service providers who create, develop, or contribute to any Intellectual Property on behalf of the Company to execute written agreements assigning all such Intellectual Property to the Company.

6.2 Contractor and Employee Confidentiality. The Company shall require all employees, independent contractors, consultants, and other service providers to execute written confidentiality agreements prohibiting the disclosure or use of Confidential Information for any purpose other than the conduct of the Company's business. Such agreements shall survive the termination of the service relationship for a period of not less than **three (3) years** (or such longer period as may be required to protect trade secrets under applicable law).

6.3 Return of Information. Upon the termination of any employee's or contractor's relationship with the Company, such person shall promptly return or destroy all Confidential Information in their possession, custody, or control.

6.4 Third-Party Services. The Company utilizes third-party artificial intelligence models, APIs, and services. The Company's rights in and to outputs generated using such third-party services shall be subject to the terms of service and license agreements of the applicable third-party providers.

ARTICLE 7: INDEMNIFICATION AND LIABILITY

7.1 Limited Liability. 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 a Member. This limitation is in addition to, and not in limitation of, the liability limitations provided by the Act.

7.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Member and the Member's heirs, executors, administrators, legal representatives, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by reason of any act or omission performed or omitted on behalf of the Company in good faith and in a manner reasonably believed to be in the best interests of the Company. This indemnification shall not apply to fraud, intentional misconduct, or knowing violation of law.

ARTICLE 8: TAX MATTERS

8.1 Tax Classification. As a single-member LLC, the Company shall be treated as a disregarded entity for federal and state income tax purposes unless the Member elects a different classification.

8.2 Tax Returns. The Member shall prepare or cause to be prepared all federal, state, and local tax returns required of the Company or the Member with respect to the Company's income and operations.

8.3 Accountable Plan. The Company hereby adopts an accountable plan in accordance with Treasury Regulations Section 1.62-2(c) for the reimbursement of business expenses incurred by the Member on behalf of the Company. To receive reimbursement, the Member must:

- (a) Substantiate the expense with adequate records (receipts, invoices, or similar documentation);
- (b) Demonstrate that the expense has a bona fide business connection to the Company; and
- (c) Return any amounts received in excess of substantiated expenses within a reasonable period (not to exceed sixty (60) days).

The initial reimbursable expenses are documented in **Schedule A**.

ARTICLE 9: DISSOLUTION AND WINDING UP

9.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) The written consent of the Member;
- (b) The sale of all or substantially all of the Company's assets, if the Member elects not to continue the Company;

(c) A judicial decree of dissolution under the Act; or

(d) The occurrence of any event that makes it unlawful for the Company to continue its business.

9.2 Winding Up. Upon dissolution, the Member (or a liquidating agent appointed by the Member) shall wind up the Company's affairs and liquidate its assets. The proceeds of liquidation shall be applied and distributed in the following order of priority:

(a) First, to the payment of the Company's debts and liabilities to creditors;

(b) Second, to the establishment of any reserves that the Member deems reasonably necessary for contingent or unforeseen liabilities; and

(c) Third, to the Member.

9.3 Articles of Dissolution. Upon completion of the winding up and distribution of the Company's assets, the Member shall cause Articles of Dissolution to be filed with the Wyoming Secretary of State and any other jurisdiction in which the Company is qualified to do business.

ARTICLE 10: TRANSFER AND FUTURE MEMBERS

10.1 Transfer. The Member may sell, assign, or otherwise dispose of all or any part of the Member's Membership Interest at any time, in the Member's sole discretion.

10.2 Admission of New Members. The Member may admit additional members to the Company at any time, on such terms as the Member determines. Upon the admission of any additional member, this Agreement shall be amended to reflect the rights, obligations, and interests of all members, including appropriate provisions for multi-member governance, voting, transfer restrictions, and buyout rights.

10.3 Charging Order Protection. Pursuant to the Wyoming Limited Liability Company Act, Wyo. Stat. Ann. Section 17-29-503, the sole and exclusive remedy of a judgment creditor of the Member with respect to the Member's Membership Interest shall be a charging order against the Member's economic interest (right to Distributions). No creditor of the Member shall have the right to:

(a) Become a Member or exercise any management, voting, or other rights of a Member;

(b) Compel the Company to make any Distribution or payment;

(c) Foreclose on, seize, or otherwise obtain possession of the Member's Membership Interest (other than the economic interest subject to the charging order);

(d) Force the dissolution or winding up of the Company; or

(e) Interfere with the management or operations of the Company.

ARTICLE 11: GENERAL PROVISIONS

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

11.2 Amendments. This Agreement may be amended at any time by a written instrument executed by the Member.

11.3 Entire Agreement. This Agreement (including all Schedules hereto) constitutes the entire agreement of the Member with respect to the subject matter hereof.

11.4 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and the Member's heirs, executors, administrators, personal representatives, successors, and permitted assigns.

SIGNATURES

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of the Effective Date.

SOLE MEMBER:

Alexander Sikand
Date: February 10, 2026

SCHEDULE A: INITIAL CAPITAL CONTRIBUTIONS AND REIMBURSABLE EXPENSES

Initial Capital Contribution: \$0.00

The Member has incurred various pre-formation expenses in connection with the development of the Business, including but not limited to: LLC filing fees, registered agent fees, domain registrations, CRM subscriptions, Google Workspace, AI/ML service costs, and cloud infrastructure costs. These expenses shall be itemized and attached to this Schedule A when compiled, and shall be eligible for reimbursement under the Accountable Plan set forth in Section 8.3.

The Member may update this Schedule A at any time to document pre-formation and ongoing business expenses with supporting receipts.