

Easy US LLC

# OPERATING AGREEMENT

of

## Tech Ventures LLC

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This Operating Agreement establishes the terms and conditions that govern the operation, management, and ownership structure of the limited liability company.

Effective Date:

**04 de febrero de 2025**

## 1

## COMPANY OVERVIEW

This Operating Agreement is entered into by Juan Garcia Rodriguez as the sole member of Tech Ventures LLC, a limited liability company formed under the laws of the State of New Mexico.

## 2

## COMPANY DETAILS

**Legal Name:** Tech Ventures LLC

**State of Formation:** New Mexico

**Formation Date:** 15 de enero de 2025

**EIN:** 12-3456789

**Registered Address:**

701 Brazos Street, Suite 500

Austin, TX 78701

United States

## 3

## OWNERSHIP STRUCTURE

The Company has one member who holds 100% of the membership interests:

**Member Name:** Juan Garcia Rodriguez

**Government ID:** Passport 12345678A

**Residential Address:** Calle Principal 123, Madrid, Madrid, Spain 28001

**Telephone:** +34 612 345 678

**Email:** juan@example.com

**Ownership Percentage:** 100%

## 4

## BUSINESS PURPOSE

The Company is organized for the following purposes and may engage in any lawful business activity:

- E-commerce and online sales
- Digital services and consulting
- Software development and technology services
- Marketing and advertising services
- Any other lawful business activity

## 5 MANAGEMENT STRUCTURE

The Company shall be member-managed. The Member has full authority to:

- Execute contracts and agreements on behalf of the Company
- Open and manage bank accounts
- Hire employees and contractors
- Make all business and financial decisions
- Represent the Company in legal matters
- Distribute profits and manage Company funds

## 6 CAPITAL CONTRIBUTION

The Member has made or agrees to make a capital contribution to the Company.

**Initial Contribution:**\$1000 USD

Additional contributions may be made at the discretion of the Member.

## 7 PROFITS AND DISTRIBUTIONS

All profits and losses of the Company shall be allocated 100% to the Member. Distributions may be made at any time at the sole discretion of the Member.

## 8 TAX TREATMENT

The Company shall be treated as a disregarded entity for U.S. federal tax purposes. The Member is responsible for all applicable tax filings, including:

- IRS Form 1120
- IRS Form 5472
- Federal and state tax returns as required

## 9 FINANCIAL RESPONSIBILITY

The Member shall maintain separate bank accounts for the Company and shall not commingle personal and business funds. The Member is responsible for maintaining adequate records of all financial transactions.

## 10 LIABILITY PROTECTION

The Member shall not be personally liable for the debts, obligations, or liabilities of the Company. The liability of the Member is limited to the Member's capital contribution and any undistributed profits.

## 11 RECORD KEEPING

The Company shall maintain the following records:

- Articles of Organization and amendments
- This Operating Agreement and amendments
- Financial statements and tax returns
- Bank statements and transaction records
- Contracts and business agreements

Records shall be maintained for a minimum of seven (7) years.

## 12 TRANSFER OF OWNERSHIP

The Member may transfer all or part of their membership interest at any time. Any transfer must be documented in writing and filed with the appropriate state authorities if required.

## 13 DISSOLUTION

The Company may be dissolved at any time by the Member's written decision. Upon dissolution, the Company's assets shall be liquidated, debts paid, and remaining assets distributed to the Member.

## 14 SOURCE OF FUNDS DECLARATION

The Member certifies that the initial capital contribution and all future contributions to the Company originate from lawful sources, including but not limited to:

- Personal savings and investments
- Income from employment or self-employment
- Proceeds from lawful business activities
- Family transfers or gifts (where applicable)

The Member agrees to provide documentation of source of funds upon request.

## 15 DOCUMENT PREPARATION

This Operating Agreement was prepared by Easy US LLC, a corporate services provider, at the request of the Member. Easy US LLC does not provide legal or tax advice and recommends consulting with qualified professionals for specific legal or tax questions.

## 16 GOVERNING LAW

This Operating Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to conflicts of law principles.

## MEMBER CONFIRMATION

By signing below, the undersigned Member acknowledges that they have read, understood, and agree to all terms and conditions set forth in this Operating Agreement.

Member Name:

**Juan Garcia Rodriguez**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by:

**Easy US LLC**

Corporate Formation Services

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