



Order: NM-12345678

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# OPERATING AGREEMENT

OF

## ACME DIGITAL SERVICES LLC

A Limited Liability Company

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STATE

**New Mexico**

EIN

**88-1234567**

FORMED

**January 15, 2026**



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## ARTICLE 1 — FORMATION AND EXISTENCE

1.1 Formation: This Operating Agreement ("Agreement") governs ACME DIGITAL SERVICES LLC, a Limited Liability Company duly organized under the laws of the State of New Mexico, United States of America (the "Company").

1.2 Separate Legal Entity: The Company shall operate as a separate legal entity distinct from its Member, maintaining full liability protection as permitted by applicable law.

1.3 Duration: The Company shall exist perpetually unless dissolved pursuant to this Agreement or applicable law.

## ARTICLE 2 — BUSINESS PURPOSE AND ACTIVITIES

2.1 General Purpose: The Company is organized to conduct any lawful business activity permitted under applicable United States law.

2.2 Authorized Activities: The Company may engage in, but is not limited to: Business consulting services, Software and digital service operations, E-commerce and online commercial activities, Asset holding and investment operations, International business development, Technology and intellectual property management.

2.3 Geographic Scope: The Company may operate within the United States and internationally.

## ARTICLE 3 — PRINCIPAL PLACE OF BUSINESS

The principal office of the Company shall be: Calle Gran Vía 123, 4º Izquierda, Madrid, Madrid, España 28013. The Member may change the principal place of business at any time.

## ARTICLE 4 — MEMBER AND OWNERSHIP

The Company has one Member:

Full Legal Name: Juan García López

Identification / Passport / ID: 12345678A

Residential Address: Calle Gran Vía 123, 4º Izquierda, Madrid, Madrid, España 28013

Telephone: +34 612 345 678

Email: juan.garcia@ejemplo.com

Employer Identification Number (EIN): 88-1234567

The Member owns 100% of the Membership Interest.

## ARTICLE 5 — BENEFICIAL OWNERSHIP REPRESENTATION

The Member certifies that:

1. The Member is the ultimate beneficial owner of the Company.
2. No undisclosed nominee, trustee, or third-party beneficial owner exists.
3. The Company is not controlled directly or indirectly by any sanctioned individual or restricted entity.



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## **ARTICLE 6 — CAPITAL CONTRIBUTIONS**

6.1 Initial Contributions: The Member may contribute capital in the form of: Cash, Intellectual Property, Services, Assets. Initial contribution value: \$10,000 USD.

6.2 Additional Contributions: Additional contributions shall be voluntary and solely determined by the Member.

## **ARTICLE 7 — MANAGEMENT STRUCTURE**

7.1 Member-Managed Company: The Company shall be managed exclusively by the Member.

7.2 Authority of the Member: The Member shall have unrestricted authority to: Execute contracts, Open and manage bank accounts, Conduct financial transactions, Hire employees and contractors, Acquire or dispose of Company assets, Represent the Company before regulatory authorities, Enter strategic partnerships.

7.3 Appointment of Officers: The Member may appoint officers, consultants, or advisors through written authorization.

## **ARTICLE 8 — BANKING AND FINANCIAL OPERATIONS**

8.1 Financial Accounts: The Company may maintain accounts with domestic or international financial institutions.

8.2 Financial Governance: The Company shall maintain strict separation between personal and Company assets.

8.3 Authorized Signatory: The Member shall serve as the primary authorized signatory unless delegated in writing.

## **ARTICLE 9 — ACCOUNTING AND CORPORATE RECORDS**

The Company shall maintain: Financial records, Tax filings, Ownership documentation, Commercial agreements, Corporate governance documentation. Records shall be retained in accordance with regulatory and legal standards.

## **ARTICLE 10 — PROFITS, LOSSES AND DISTRIBUTIONS**

All profits and losses shall be allocated solely to the Member. The Member may withdraw funds at their discretion provided that: The Company remains solvent and legal obligations are satisfied.

## **ARTICLE 11 — TAX CLASSIFICATION AND REPORTING**

11.1 Federal Tax Treatment: Unless otherwise elected, the Company shall be treated as a Disregarded Entity for federal tax purposes.

11.2 Reporting Obligations: The Company shall comply with applicable reporting requirements including, when required: IRS Form 5472, IRS Form 1120 informational return, FBAR reporting (if applicable), and International reporting requirements.

## **ARTICLE 12 — ANTI-MONEY LAUNDERING AND COMPLIANCE**

The Company shall operate in accordance with: Anti-Money Laundering laws, Counter Terrorism Financing regulations, Know Your Customer requirements, and Sanctions compliance standards. The Member agrees to provide compliance documentation when reasonably required by financial institutions.



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## **ARTICLE 13 — ECONOMIC SUBSTANCE REPRESENTATION**

The Member confirms that: The Company operates for legitimate commercial purposes, maintains appropriate operational control, business decisions are directed by the Member, and the Company is not formed solely for tax evasion or unlawful purposes.

## **ARTICLE 14 — INTELLECTUAL PROPERTY OWNERSHIP**

All intellectual property developed or acquired by the Company shall be owned exclusively by the Company unless otherwise assigned in writing.

## **ARTICLE 15 — CONFIDENTIALITY**

The Member agrees to maintain confidentiality regarding: Client information, Financial data, Trade secrets, and Business strategies.

## **ARTICLE 16 — LIMITATION OF LIABILITY AND INDEMNIFICATION**

16.1 Limited Liability: The Member shall not be personally liable for Company obligations beyond capital contributions except as required by law.

16.2 Indemnification: The Company shall indemnify the Member against losses arising from lawful Company activities.

## **ARTICLE 17 — TRANSFER OF MEMBERSHIP INTEREST**

The Member may transfer ownership interest at their sole discretion through written documentation.

## **ARTICLE 18 — DISSOLUTION AND WINDING UP**

18.1 Voluntary Dissolution: The Company may be dissolved by decision of the Member.

18.2 Liquidation Process: Upon dissolution: 1. All liabilities shall be satisfied; 2. Remaining assets shall be distributed to the Member; 3. All legal filings shall be completed.

## **ARTICLE 19 — DISPUTE RESOLUTION**

Any dispute arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

## **ARTICLE 20 — FORCE MAJEURE**

The Company shall not be liable for delays caused by events beyond reasonable control including natural disasters, regulatory changes, or governmental restrictions.

## **ARTICLE 21 — DIGITAL EXECUTION**

This Agreement may be executed electronically and shall be legally binding.



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## **ARTICLE 22 — GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

## **ARTICLE 23 — ENTIRE AGREEMENT**

This Agreement constitutes the complete governing document of the Company.

## **ARTICLE 24 — ADMINISTRATIVE PREPARATION STATEMENT**

This Operating Agreement has been prepared administratively by: Easy US LLC. Acting solely as a corporate formation and administrative services provider on behalf of its client. Easy US LLC does not assume ownership, management, fiduciary responsibility, or legal representation of the Company.

## **ARTICLE 25 — COMPLIANCE AND REGULATORY COMMITMENT**

The Company is committed to operating with transparency, integrity, and full respect for applicable laws and regulations. The Member confirms that the Company has been created to conduct legitimate commercial activities. The Company agrees to cooperate with reasonable compliance requests.

## **ARTICLE 26 — BANKING RELATIONSHIP REPRESENTATION**

The Company intends to establish and maintain banking service relationships. The Member acknowledges that account approval is solely at the discretion of financial institutions. The Company agrees to maintain accurate records and ensure all transactions are connected to lawful commercial activities.

## **ARTICLE 27 — SOURCE OF FUNDS DECLARATION**

The Member confirms that funds used origin from legitimate sources including personal savings, business income, client payments, family support, or lawful investments.

## **ARTICLE 28 — RISK MANAGEMENT PRINCIPLES**

The Company recognizes that responsible risk management is essential. It shall maintain accurate bookkeeping, monitor transactional activity, and maintain operational transparency.

## **ARTICLE 29 — CLIENT ACCEPTANCE AND BUSINESS ETHICS**

The Company may decline business relationships that present unreasonable risk. It commits to providing services in good faith and maintaining professional standards.

## **ARTICLE 30 — DATA PROTECTION AND CONFIDENTIALITY**

The Company respects confidentiality and shall take measures to protect sensitive information, limit data access, and comply with data protection regulations.



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#### **ARTICLE 31 — COOPERATION WITH REVIEWS**

The Member understands that periodic reviews by financial institutions are standard practice and agrees to cooperate in good faith.

#### **ARTICLE 32 — RESPONSIBLE BUSINESS USE**

The Company is intended exclusively for lawful activities. Misuse of infrastructure may result in service termination.

#### **ARTICLE 33 — AUTOMATED DOCUMENT PREPARATION**

This Agreement may be generated through structured administrative preparation processes. Easy US LLC assists in preparation but does not provide legal or financial advice.



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## OPERATING AGREEMENT MEMBER CERTIFICATION

I certify that I am the sole Member and agree to all provisions herein.

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**Member Name:** Juan García López

**Signature:**

**ELECTRONICALLY SIGNED**

By: Juan García López

**Date:** 02/07/2026, 08:22:10 PM

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