Operating Agreement

Vendeka Software LLC

1. Ownership and Management

1.1. The Sole Member of the Company is **Vendeka Inc.**, holding 100% of the Membership Interest.
1.2. The Company shall be **Manager-Managed**.
1.3. The initial Manager is **EmmDubz**. The Manager serves at the pleasure of the Member and may be removed or replaced by the Member at any time.
1.4. The Manager has full power and authority to bind the Company in contracts, open bank accounts, and license software.

2. Capital Contributions

2.1. The Member has contributed Intellectual Property (specifically, the VDRB Banking Bot code and assets) as the initial capital contribution.
2.2. The Member is not required to make additional capital contributions but may do so at their discretion. Failure to make discretionary contributions shall have no consequence on membership status.

3. Distributions

Net profits and losses of the Company shall be allocated and distributed to the Member (Vendeka Inc.) at times and in amounts determined by the Manager.

4. Transfer of Ownership

4.1. As the Sole Member, Vendeka Inc. may freely transfer, sell, or assign its Membership Interest in whole or in part.
4.2. If an Interest is transferred to a new party, they shall be admitted as a Member upon the execution of an amendment to this Agreement.

5. Dispute Resolution

5.1. In the event of a dispute regarding the management of the Company, the parties agree to first seek mediation.
5.2. If mediation fails, disputes shall be resolved through the Courts of the Commonwealth of Redmont.

6. Amendments

6.1.This Agreement may be amended only by the written consent of the Member.
6.2. Any amendment requires a vote of at least **50%** of the voting interest. As the holder of 100% interest, the voting of Vendeka Inc. satisfies this requirement.

7. Bylaws

7.1.The Manager may adopt Bylaws to regulate the day-to-day operations of the Company.
7.2.In the event of a conflict between the Bylaws and this Operating Agreement, this Operating Agreement shall prevail.

8. Liability

8.1.The Member and Manager shall not be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member or Manager.

9. Dissolution

9.1.The Company may be dissolved by the written consent of the Member.
9.2. Upon dissolution, the Company shall liquidate assets, and pay creditors, with remaining assets distributed to the Member.

10. Voting and Quorum

10.1. On any vote requiring Member approval, a quorum of at least **50%** of the voting interest is required.
10.2. As a single-member LLC, the written consent of Vendeka Inc. constitutes a valid vote and satisfies the quorum.

7th of January 2026

Signed: _____
EmmDubz, CEO
On behalf of Vendeka Inc.

Signed: 
EmmDubz, Manager
On behalf of Vendeka Software LLC.