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**ACME GLOBAL**  
company



# OPERATING AGREEMENT

**ACME GLOBAL Company**  
**3147 Patterson Street, Houston, TX, 77002.**

info@acmeglobal.com - www.acmeglobal.com  
(123) 1234567

# I. PARTIES AND THE SUBJECT OF THE AGREEMENT

This Operating Agreement (shall be referred as the "**Agreement**" hereinafter) has been signed by and between the shareholders indicated below, of the

\_\_\_\_\_ (the "**Company**"), with its registered office at \_\_\_\_\_;

- \_\_\_\_\_, organized under the \_\_\_\_\_ laws, with its principle place of business at \_\_\_\_\_ (shall be referred as "**Shareholder A**" hereinafter),
- \_\_\_\_\_, organized under the \_\_\_\_\_ laws, with its principle place of business at \_\_\_\_\_ (shall be referred as "**Shareholder B**" hereinafter).

Parties shall be collectively referred to as the "**Parties**" and each one of the Parties, separately, as a "**Party**".

**WHEREAS**, the Parties now wish to set forth the terms and conditions of the partnership and the rules and procedures of the operating the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and undertakings stipulated herein and subject to and on the terms hereinafter set forth, the Parties hereby agree as follows:

## II. STOCK STATUS

The table below indicates the each partner's initial capital contributions:

Shareholder's Name	Shares	Amount

## III. REPRESENTATION OF THE COMPANY

The management of the Company and its representation against the outside belongs to the Board of Directors. In order for all the documents to be given by the Company and the agreements to be made to be valid, they must bear the signature of the person authorized to bind the Company.

## IV. DETECTION AND DISTRIBUTION OF THE PROFIT

The Company's net profit for the period is the amount remaining after deducting all kinds of expenses. General legal reserves are set aside from the net profit for the period; \_\_\_\_\_ % of the remaining amount is distributed to the shareholders as dividend. The dividend is calculated in proportion to the payments made by the shareholder to the company for the basic capital share.

The remainder of the net profit for the period is distributed in the form and manner to be determined by the General Assembly.

## V. GENERAL ASSEMBLY

General Assemblies convene ordinarily and extraordinarily. Ordinary general assemblies, are made within 3 months from the end of the accounting period of the company and at least once a year; extraordinary general assemblies are convened when and where the business of the Company requires.

## **VI. DISSOLUTION OF THE COMPANY**

The company is dissolved upon agreement of all the shareholders, in cases stipulated by applicable law, and in cases of bankruptcy, death or expulsion of one of the partners.

## **VII. RECORDS AND REPORTING**

The Company shall keep accurate records and reports of the following:

- a. Information related to the status and condition of the Company;
- b. Cash, properties, assets and services contributed to the Company by each member;
- c. Financial statements copies of the Company;
- d. Federal, state and local income tax copies of the Company;
- e. Internal affairs of the Company.

The Board of Directors of the Company is obliged to present aforementioned records immediately if requested by official institutions.

## **VIII. AMENDMENT**

Unless stated otherwise, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties.

## **IX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.

## **X. PROHIBITION TO COMPETE**

For a period of 10 years, following the signing of this Agreement, any and each of the Shareholders shall not, indirectly and/or through third persons and/or their spouses and/or relatives by blood or marriage, engage in activities with regard to the subject of activity and purpose of activity and the business of the Company under any circumstances (including consultancy).

## **XI. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive laws of the \_\_\_\_\_.

Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally and exclusively settled by the \_\_\_\_\_ Courts and Execution Offices.

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In witness whereof the Parties hereto have executed this legally binding Agreement as of the Signing Date.

**Shareholder A Signature**

**Shareholder B Signature**

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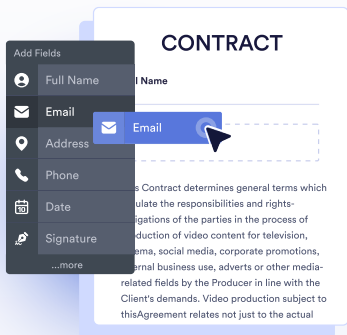


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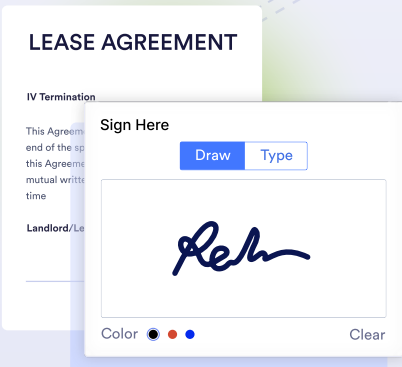
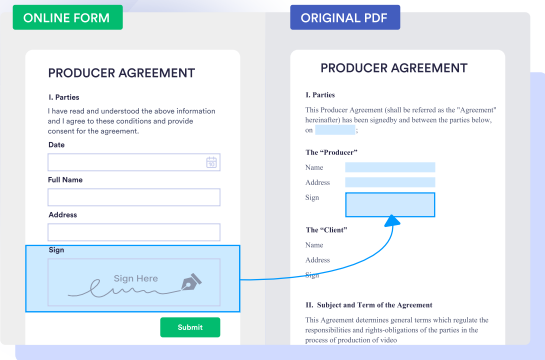
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