LIMITED LIABILITY COMPANY AGREEMENT
(SINGLE-MEMBER OPERATING AGREEMENT)

of Northbeam Labs LLC

a Delaware limited liability company with a sole member resident outside the United States

This Limited Liability Company Agreement (this "Agreement") of Northbeam Labs LLC (the "Company") is made and entered into as of March 16, 2026 (the "Effective Date") by Priya Anjali Desrosiers (the "Member"), as the sole member of the Company.

ARTICLE 1. FORMATION

1.1 Formation. The Company was formed as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq. (the "Act") by the filing of its Certificate of Formation with the Delaware Secretary of State, Division of Corporations on March 16, 2026 (file number 0000000 (sample)). The Member approves and ratifies that filing and all acts taken by any organizer or formation service to form the Company.

1.2 Name. The name of the Company is Northbeam Labs LLC. The Company may do business under that name or any other name the Member chooses, after making any filing the law requires.

1.3 Nature of this Agreement. This Agreement is a limited liability company agreement within the meaning of 6 Del. C. § 18-101(9). The Member intends it to be binding and enforceable even though the Member is its only party, and the Company is bound by it whether or not the Company signs it (6 Del. C. § 18-101(9)).

1.4 Term. The Company has perpetual existence and will continue until it is dissolved and its affairs are wound up under Article 11.

1.5 Registered office and registered agent. The registered office of the Company in the State of Delaware is 100 Example Street, Suite 200, Dover, Delaware 19901, USA, and its registered agent at that address is Example Registered Agents LLC. The Member may change either by making the filing the Act requires.

1.6 Principal office. The principal office of the Company is 45 Sample Avenue, Unit 1200, Toronto, Ontario M5V 0A1, Canada, which is outside the United States. The Company's US mailing address, if any, is c/o the registered agent, at the registered office. The Member may change either address by written decision.

1.7 Purpose. The purpose of the Company is developing, hosting and licensing AI software for customer-support teams, and any other lawful business, purpose or activity that a limited liability company may carry on under the Act.

ARTICLE 2. THE SOLE MEMBER

2.1 Sole Member. Priya Anjali Desrosiers was admitted as the sole member of the Company on March 16, 2026 and holds one hundred percent (100%) of the limited liability company interests in the Company. The Member's details are set out in Schedule A.

2.2 Residence outside the United States. The Member represents that, as of the Effective Date, the Member is not a citizen or resident of the United States and is resident for tax purposes in Canada. The Member will tell the Company in writing within thirty (30) days if that changes.

2.3 Member record. The Company will keep a current record of the name and last known business, residence or mailing address of the Member and of any Manager or Interim Manager.

2.4 Uncertificated interest. The Member's interest is not represented by a certificate unless the Member decides otherwise in writing. The Company will never issue a certificate in bearer form.

2.5 No other members. No other person may be admitted as a member except as provided in Article 9 or Article 10.

ARTICLE 3. CAPITAL, LOANS AND CURRENCY

3.1 Initial contribution. The Member has contributed or will contribute US$5,000 in cash to the Company on or about March 20, 2026.

3.2 Additional contributions. The Member may, but is not required to, make additional contributions. No person other than the Company may enforce any obligation to contribute.

3.3 Company expenses paid by the Member. If the Member pays a Company expense personally (for example a formation fee, registered agent fee or software subscription), the Company will record the payment in Schedule B as a capital contribution unless, at the time of payment, the Member and the Company agree in writing to treat it as a loan under Section 3.4.

3.4 Loans by the Member. The Member may lend money to the Company. Each loan must be documented in a written note or loan agreement stating the principal, currency, interest rate (if any) and repayment terms, and recorded in Schedule B. A loan is not a capital contribution and does not increase the Member's capital account.

3.5 Currency. The Company keeps its books in United States dollars. Any contribution, loan, distribution or other payment between the Company and the Member made in another currency will be recorded in US dollars at the exchange rate for the date of the transaction, and Schedule B will show the rate used and its source. Property other than cash is recorded at the fair market value the Member and the Company agree in writing.

3.6 No interest or return of capital. No interest is payable on capital contributions, and the Member has no right to the return of any contribution except through distributions under Article 7 or Article 11.

ARTICLE 4. MANAGEMENT

4.1 Management. The Company is member-managed. The management and conduct of the Company's business are vested exclusively in the Member, who may act alone and without any meeting.

4.2 Authority. Without limiting Section 4.1, the Member (or the Manager, if Option B applies) may on behalf of the Company: (a) open, operate and close bank, payment-processor and merchant accounts in the Company's name, including a US business bank account in the Company's name (provider chosen by the Member), and designate signatories; (b) apply for an Employer Identification Number and act as the Company's responsible party; (c) sign contracts, invoices, tax forms, information returns and other documents; (d) engage and replace the registered agent, accountants, lawyers and other service providers; (e) hire and dismiss employees and contractors; and (f) do anything else necessary or convenient for the Company's business.

4.3 Officers. The Member may appoint officers with titles such as "Chief Executive Officer" by written decision and may remove them at any time. An officer has only the authority the Member gives in writing. Appointing officers does not change whether the Company is member-managed or manager-managed.

4.4 Written decisions and electronic signatures. The Member makes decisions by signing a written consent or decision, which may be signed electronically and delivered by email or other electronic transmission (6 Del. C. § 18-113(a)(2)). No meetings are required. The place where a document is signed does not affect its validity or the law that governs it.

4.5 Communications contact. The Company will give its registered agent, and keep up to date, the name, business address and business telephone number of a natural person who is authorized to receive communications from the registered agent, as required by 6 Del. C. § 18-104(g). The initial communications contact is Priya Anjali Desrosiers, 45 Sample Avenue, Unit 1200, Toronto, Ontario M5V 0A1, Canada, +1 416 555 0142.

4.6 Incapacity of the Member. If the Member becomes Incapacitated, Daniel Marc Desrosiers (or, if that person is unable or unwilling to act, Meera Kapoor) (the "Interim Manager") may exercise the Member's management authority, limited to preserving the Company's business and assets, paying its debts, keeping its accounts, registrations and tax filings current, and communicating with customers, until the Member ceases to be Incapacitated or a guardian, attorney or other legal representative of the Member takes over. "Incapacitated" means that a licensed physician has certified in writing that the Member cannot manage the Member's business affairs, or that a court has appointed a guardian or similar representative for the Member's property. The Interim Manager is a covered person under Section 8.4.

ARTICLE 5. SEPARATENESS AND RECORDS

5.1 Separateness. The Company will: (a) hold its money in accounts in its own name and never mix its money with the Member's personal money; (b) sign contracts and issue invoices in its own name; (c) pay its own liabilities from its own funds; (d) keep its own books and records; (e) document every transaction with the Member under Section 5.3; and (f) hold itself out as a business separate from the Member.

5.2 Books and records. The Company will keep, in paper or electronic form that can be converted to paper within a reasonable time: (a) this Agreement, every amendment and every written decision of the Member; (b) its Certificate of Formation and every amendment; (c) the member record under Section 2.3; (d) Schedule B; (e) all federal, state and foreign tax and information returns it files, with the workpapers; (f) bank and payment-processor statements; and (g) invoices, receipts and contracts.

5.3 Related-party ledger (Schedule B). The Company will record in Schedule B every transaction between the Company and the Member, or any person related to the Member, including contributions, distributions, loans and repayments, interest, payments for services, rents, royalties, sales and purchases, and expenses either one pays for the other. Each entry shows the date, a description, the amount in the original currency, the exchange rate and its source, and the US dollar amount. The Company keeps this ledger so that it can prepare Form 5472 and meet the record maintenance requirements of IRC § 6001 and Treasury Regulation § 1.6038A-3.

5.4 Retention. The Company will keep the records in Sections 5.2 and 5.3 for as long as their contents may become material in the administration of any US tax law, and for any longer period required by the law of the Member's country of residence.

5.5 Fiscal year and accounting. The Company's fiscal year is the calendar year. The Company keeps its books on the cash or accrual method the Member chooses, applied consistently.

ARTICLE 6. TAX MATTERS

6.1 US classification. The Member intends the Company to be disregarded as an entity separate from the Member for US federal income tax purposes under Treasury Regulations §§ 301.7701-2 and 301.7701-3. The Company will not file Form 8832 to elect to be classified as a corporation unless the Member decides to do so in writing after taking tax advice in the United States and in the Member's country of residence.

6.2 Form 5472. The Member acknowledges that, because the Company is a domestic entity wholly owned by one foreign person, it is treated as a corporation for the purposes of IRC § 6038A (Treasury Regulation § 301.7701-2(c)(2)(vi)) and must file a pro forma Form 1120 with Form 5472 attached for each tax year in which it has a reportable transaction with a related party. The Member will give the Company the information it needs, including the Member's foreign taxpayer identification number, and the Company will file or engage a preparer to file on time.

6.3 Employment and excise taxes. The Member acknowledges that the Company is treated as an entity separate from the Member for US employment taxes and certain excise taxes even while it is disregarded for income tax (Treasury Regulation § 301.7701-2(c)(2)(iv) and (v)).

6.4 Country of residence. The Member acknowledges that the Member's country of residence may classify and tax the Company differently from the United States, and that the Member is responsible for the Member's own tax filings there.

ARTICLE 7. ALLOCATIONS AND DISTRIBUTIONS

7.1 Allocations. All profits, losses, income, gains, deductions and credits of the Company are allocated to the Member.

7.2 Distributions. The Company may make distributions to the Member at the times and in the amounts the Member decides, subject to Section 7.3.

7.3 Limit on distributions. The Company will not make a distribution to the extent that, after giving effect to it, the Company's liabilities (other than liabilities to the Member on account of the Member's interest and non-recourse liabilities) would exceed the fair value of its assets (6 Del. C. § 18-607(a)).

7.4 How distributions are paid. Distributions are paid only from an account in the Company's name to an account in the Member's name, and each one is recorded in Schedule B with its US dollar amount.

ARTICLE 8. LIABILITY, DUTIES AND INDEMNIFICATION

8.1 Limited liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, are solely those of the Company, and the Member is not personally liable for any of them solely because the Member is a member or acts as a manager (6 Del. C. § 18-303(a)). Nothing in this Agreement is an agreement by the Member to be personally liable for any Company obligation; a personal guarantee binds the Member only if the Member signs it separately.

8.2 Duties. To the fullest extent the Act permits, the Member, any Manager, the Interim Manager and any officer owe the Company only the duties stated in this Agreement, but nothing in this Agreement eliminates the implied contractual covenant of good faith and fair dealing (6 Del. C. § 18-1101(c) and (e)).

8.3 Exculpation. No covered person is liable to the Company for any act or omission taken in good faith, except for fraud, willful misconduct, a knowing violation of law, or a bad faith violation of the implied contractual covenant of good faith and fair dealing.

8.4 Indemnification. To the fullest extent permitted by 6 Del. C. § 18-108, the Company will indemnify and hold harmless the Member, any Manager, the Interim Manager and any officer (each a "covered person") against claims, losses and reasonable expenses arising from acting for the Company, except where Section 8.3 would not protect the covered person. The Company may advance expenses if the covered person agrees in writing to repay them if not entitled to indemnification. Indemnification is payable only from Company assets.

8.5 Creditors of the Member. No creditor of the Member has any right to possess or use the Company's property. The rights of a judgment creditor of the Member against the Member's interest are limited to those given by 6 Del. C. § 18-703.

ARTICLE 9. TRANSFERS AND NEW MEMBERS

9.1 Transfers. The Member may transfer all or part of the Member's interest. A transferee of the Member's entire interest is admitted as a member, effective on the transfer, when the transferee signs a written joinder to this Agreement. A transferee of part of the interest is admitted only with the Member's written consent and on the terms of an amended agreement.

9.2 Pledges. Granting a security interest in the Member's interest does not, by itself, cause the Member to stop being a member.

9.3 Adding a member. Admitting any additional member requires an amended and restated agreement signed by the Member and the new member. The Member acknowledges that a business entity with two or more members is classified as a partnership for US federal income tax unless it elects otherwise (Treasury Regulation § 301.7701-2(c)(1)), so admitting a co-founder or investor changes the Company's tax filings.

ARTICLE 10. DEATH OF THE MEMBER AND CONTINUATION

10.1 No dissolution on death. The death, incapacity, bankruptcy or dissociation of the Member does not, by itself, dissolve the Company.

10.2 Continuation. If an event terminates the continued membership of the last remaining member, then, as permitted by 6 Del. C. § 18-801(a)(4): (a) the personal representative of the Member is obligated to agree to continue the Company and to the admission of the personal representative, or its nominee or designee, as a member, effective as of the occurrence of that event; and (b) if no such admission has occurred within sixty (60) days after the event, Daniel Marc Desrosiers (or, if that person is unable or unwilling, Meera Kapoor) is admitted as a member, effective as of the occurrence of that event, on signing a written joinder to this Agreement within ninety (90) days after the event. A person admitted under paragraph (b) is admitted without acquiring a limited liability company interest, solely to continue and manage the Company, until the Member's interest is transferred to the persons entitled to it under the Member's will or the law governing the Member's estate.

10.3 Designated Successor details. The Designated Successor is Daniel Marc Desrosiers (spouse), 45 Sample Avenue, Unit 1200, Toronto, Ontario M5V 0A1, Canada; daniel@example.ca. The Member may change the Designated Successor or the alternate at any time by signed written decision, which takes effect without any other amendment to this Agreement.

ARTICLE 11. DISSOLUTION AND WINDING UP

11.1 Events. The Company is dissolved only on: (a) the Member's written decision to dissolve; (b) the Company having no members, unless it is continued under Article 10; or (c) a court decree of dissolution under the Act.

11.2 Winding up. On dissolution, the Member (or, if none, the person admitted under Article 10 or the Member's personal representative) winds up the Company's affairs. The Company's assets are applied first to pay or make reasonable provision for its creditors, and then distributed to the Member.

11.3 Final filings. Before ending its existence, the Company will file its final federal, state and foreign tax and information returns, including a final pro forma Form 1120 with Form 5472 for its last tax year if that year has a reportable transaction, and will then file a Certificate of Cancellation with the Delaware Secretary of State, Division of Corporations.

ARTICLE 12. GENERAL

12.1 Governing law. This Agreement and the internal affairs of the Company are governed by the laws of the State of Delaware, without regard to conflict-of-laws rules (6 Del. C. § 18-1101(i)).

12.2 Forum. The Member consents to the non-exclusive jurisdiction of the courts of the State of Delaware for any matter relating to this Agreement or the Company's internal affairs.

12.3 Amendments. This Agreement may be amended only by a written instrument signed (including electronically) by the Member.

12.4 Entire agreement. This Agreement, with its Schedules, is the entire agreement of the Member about the Company and replaces any earlier oral or written understanding.

12.5 Severability. If any provision of this Agreement is held invalid, the rest of it stays in effect.

12.6 Counterparts and electronic delivery. This Agreement and any Schedule may be signed electronically and delivered as a PDF or by other electronic transmission, and a copy has the same effect as the original.

12.7 Notices. Notices to the Member are effective when sent to the email address in Schedule A, or to any other address the Member designates in writing.

12.8 Third parties. No person other than the Member has rights under this Agreement, except the covered persons under Section 8.4 and the persons named in Article 10.

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

SOLE MEMBER

Signature: _____

Name: Priya Anjali Desrosiers

Signed at: Toronto, Ontario, Canada Date: March 20, 2026

ACKNOWLEDGED: Northbeam Labs LLC, by its sole member

Signature: _____

SCHEDULE A. MEMBER AND COMPANY INFORMATION

Item	Details
Company	Northbeam Labs LLC, a Delaware limited liability company
Formation document	Certificate of Formation filed March 16, 2026, file number 0000000 (sample)
Registered agent and office	Example Registered Agents LLC, 100 Example Street, Suite 200, Dover, Delaware 19901, USA
Principal office	45 Sample Avenue, Unit 1200, Toronto, Ontario M5V 0A1, Canada
Sole Member	Priya Anjali Desrosiers
Member residential address	45 Sample Avenue, Unit 1200, Toronto, Ontario M5V 0A1, Canada
Country of tax residence	Canada
Citizenship	Canada
US TIN (SSN/ITIN)	None
Foreign tax ID (FTIN)	Held in Company records (not reproduced)
Email for notices	priya@northbeamlabs.example
Phone	+1 416 555 0142
Date admitted	March 16, 2026
Interest held	100% of the limited liability company interests
Initial contribution	US$5,000 in cash on or about March 20, 2026
Designated Successor / Interim Manager	Daniel Marc Desrosiers (spouse); alternate: Meera Kapoor
Fiscal year	the calendar year

SCHEDULE B. RELATED-PARTY TRANSACTION LEDGER (FOR FORM 5472)

Record every transaction between the Company and the Member (or a person related to the Member). Amounts in US dollars; show the exchange rate and its source for any other currency.

Date	Type	Description	Original amount	FX rate / source	US$	5472 part
2026-03-16	Formation cost paid by Member	Delaware certificate of formation filing fee, paid on Member's personal card	US$110	n/a	110	Part V
2026-03-20	Capital contribution	Wire from Member's Canadian account to Company account	CA$6,850	1.3700 CAD per USD (illustrative; bank confirmation)	5,000	Part V
2026-07-15	Loan from Member	Written note dated 2026-07-15, repayable on demand	US$3,000	n/a	3,000	Part IV, line 17
2026-12-18	Distribution	Transfer from Company account to Member's account	US$8,000	n/a	8,000	Part V

Sample figures are illustrative. The US$110 is the Delaware LLC formation fee on the Division of Corporations fee schedule (revised Aug 1, 2026); the exchange rate is illustrative, not a published rate.

SCHEDULE C. INITIAL WRITTEN DECISION OF THE SOLE MEMBER

The undersigned, being the sole member of Northbeam Labs LLC, a Delaware limited liability company, adopts the following decisions by written consent, effective March 20, 2026:

1. The Limited Liability Company Agreement dated March 16, 2026 is adopted as the Company's a limited liability company agreement within the meaning of 6 Del. C. § 18-101(9).

2. The filing of the Certificate of Formation on March 16, 2026 and all acts of any organizer or formation service are ratified.

3. The Member is authorized to apply for an Employer Identification Number for the Company and to act as its responsible party.

4. The Member is authorized to open a US business bank account in the Company's name (provider chosen by the Member) and to sign all account documents.

5. The Company's fiscal year is the calendar year, and it keeps its books in US dollars.

6. The initial registered agent contact is Priya Anjali Desrosiers, 45 Sample Avenue, Unit 1200, Toronto, Ontario M5V 0A1, Canada, +1 416 555 0142.

7. Formation costs paid personally by the Member are recorded in Schedule B as capital contributions.

8. The Company will file a pro forma Form 1120 with Form 5472 for each tax year in which it has a reportable transaction with the Member or another related party.

Signature: _____

Priya Anjali Desrosiers, Sole Member Date: March 20, 2026