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APOSTILLE
(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

COUNTRY: BELIZE

1. PUBLIC DOCUMENT CERTIFICATION

2. HAS BEEN SIGNED BY JOSE M. ALPUCHE

3. ACTING AS NOTARY PUBLIC

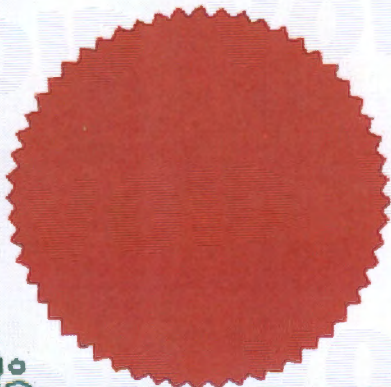
4. BEARING THE SEAL/STAMP OF
NOTARY

5. AT BELIZE 6. CERTIFIED ON 2025-01-06

7. BY ALMA GALEANO

8. UNDER NO. FSC-14168

9. SEAL



Alma Galeano

for **DIRECTOR GENERAL**
FINANCIAL SERVICES COMMISSION

BELIZE
DesAlpes LLC

I, **JOSE M. ALPUCHE**, Suite 19, Northern Shops, 1.5 Miles Philip Goldson Hwy, Belize City, Belize Central America, **DO HEREBY CERTIFY** that the document hereunto annexed being:

1. **CERTIFICATE OF ORGANISATION** dated the 17th day of December, 2024;
2. **ARTICLES OF ORGANISATION** dated the 17th day of December, 2024;
3. **DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT** dated the 17th day of December, 2024;
4. **RESIGNATION OF ORGANIZATION RIGHTS** dated the 17th day of December, 2024;
5. **RESOLUTION BY ORGANIZER** dated the 17th day of December, 2024;
6. **MEMBERSHIP CERTIFICATE No. 1** dated the 17th day of December, 2024;
7. **REGISTER OF MEMBERS** dated the 17th day of December 2024;
8. **REGISTER OF MANAGERS** dated the 17th day of December 2024
9. **OPERATING AGREEMENT** dated the 17th December 2024;-

are the true and faithful copies of the original document of the above-named Limited Liability Company duly registered on the 17th day of December 2024, as the requirement of the LIABILITY COMPANIES ACT (No. 29 of 2023) and the Regulations made thereunder.



DATED the 30th day of December 2024.



JOSE M. ALPUCHE
NOTARY PUBLIC
MY COMMISSION IS UNLIMITED



FINANCIAL SERVICES COMMISSION
LIMITED LIABILITY COMPANIES REGISTRY
CERTIFICATE OF ORGANISATION

This is to certify that

DesAlpes LLC

(Name of the Company)

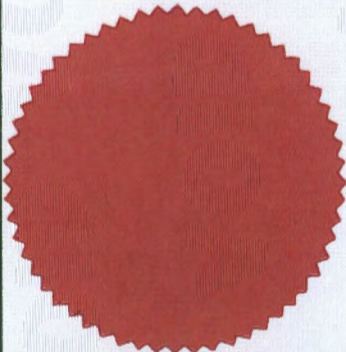
having filed the articles of organization with the Registrar and having complied with other provisions of the Limited Liability Companies Act (No. 29 of 2023)

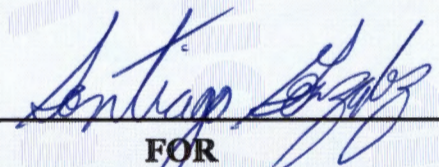
and the Regulations made thereunder, was registered as a **limited liability company**

on the 17th day of December, 2024.

Date of Issue: 17th December 2024

Date of Next Renewal: 17th December 2025




FOR
**Registrar of Limited Liability
Companies**

N.B. This Certificate is issued under section 22 of the Limited Liability Companies Act (No. 29 of 2023) and is subject to annual renewal.

BELIZE

**ARTICLES OF ORGANISATION
OF
DesAlpes LLC**

**PURSUANT TO THE
LIMITED LIABILITY COMPANIES ACT**

(No. 29 of 2023)



BELIZE

FORM OF ARTICLES OF ORGANISATION

LIMITED LIABILITY COMPANIES ACT

(No. 29 of 2023)

ARTICLES OF ORGANISATION

OF

ARTICLE 1

NAME

The name of the limited liability company is **DesAlpes LLC** (“the Company”).

ARTICLE 2

REGISTERED AGENT

The name and address of the registered agent of the Company in Belize is **INTERNATIONAL CORPORATE SERVICES LIMITED** of 3301 Chetumal Street, Belize City, Belize.

ARTICLE 3

SIGNATORY OF ARTICLES OF ORGANISATION

The name and address of the person who signed the articles of organisation on behalf of **INTERNATIONAL CORPORATE SERVICES LIMITED** is **ANEL RODRIGUEZ** of 3301 Chetumal Street, Belize City, Belize.

ARTICLE 4

DURATION

The period of the Company’s duration shall commence upon the filing of the Articles of Organisation in accordance with the Act and shall continue perpetually, unless the Company is sooner dissolved or terminated in accordance with the Company’s Operating Agreement or the provisions of the Act.

ARTICLE 5

BUSINESS PURPOSES

The business purposes for which the Company is organized are:

- (a) to exercise all powers granted to a limited liability company by the Act; and
- (b) except as otherwise provided by the laws of Belize, to conduct and promote any lawful business or purpose that presently or in the future may legally be performed by a limited liability company organized under the laws of Belize.

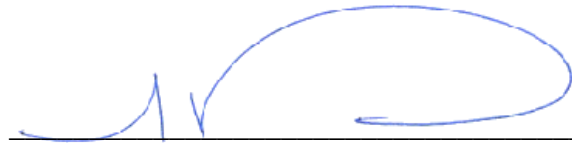
ARTICLE 6

MANAGEMENT AND MEMBERS

The management of the Company is reserved to the managers.

Dated and signed this 17th day of December, 2024.

Organiser



INTERNATIONAL CORPORATE SERVICES LIMITED

DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT

DesAlpes LLC

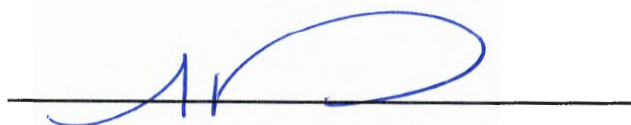
WHEREAS: Under the provisions of section 27 of The Limited Liability Companies Act (No. 29 of 2023), companies formed under this Act shall at all times have a registered agent resident in Belize. A limited liability company which fails to maintain a registered agent in Belize shall be in contravention of this Act and be dissolved and struck from the Register in accordance with section 72;

AND WHEREAS: International Corporate Services Ltd. are duly licensed by the International Financial Services Commission of Belize to act as Registered Agent and meet the requirements of section 27 of the Limited Liability Companies Act (No. 29 of 2023);

AND WHEREAS: DesAlpes LLC in order to comply with the provisions of the Act has designated International Corporate Services Ltd. as its Registered Agent;

NOW THEREFORE: International Corporate Services Ltd. hereby accepts designation as Registered Agent for the above-named company as of the date set forth below.

Dated the 17th day of December, 2024.



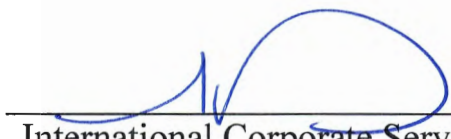
INTERNATIONAL CORPORATE SERVICES LTD.

RESIGNATION OF ORGANIZATION RIGHTS

DesAlpes LLC

We, INTERNATIONAL CORPORATE SERVICES LTD., Organizer of DesAlpes LLC, a company organized under the Belize Limited Liability Companies Act (No. 29 of 2023), on the 17th day of December, 2024, having duly organized the company, do hereby relinquish all rights, title and interest in the company and do hereby resign from the position of organizer and do hereby transfer and assign unto Daniel Dalpe of 201 Rue Marcel-R Bergeron, Bromont PQ J2L 0H4-Canada (100%)

All our rights, title and interest as organizer of the company.


International Corporate Services Ltd.

**RESOLUTION BY ORGANIZER
OF
DesAlpes LLC**

The Organizer of the limited liability company hereby adopts the following resolutions:


RESOLVED, that a copy of Certificate of Organization of the limited liability company as filed on the 17th day of December, 2024 be inserted in the Minute Book of the limited liability company.

RESOLVED, that the following individual is named as the initial member of the manager-managed limited liability company:

Daniel Dalpe of 201 Rue Marcel-R Bergeron, Bromont PQ J2L 0HA, Canada (100%)

RESOLVED, that the Organizer of **DesAlpes LLC** do hereby relinquish and assign all rights, title and interest in the company to the afore-mentioned initial member of the limited liability company and do hereby resign from the position of organizer.


Signed and executed on 17th day of December, 2024.


Organizer

DesAlpes LLC
Organized in Belize
Membership Certificate No. 1

This certifies that Daniel Dalpe of 201 Rue Marcel-R Bergeron, Bromont PQ J2L 0H4, Canada of the above-named Limited Liability Company and holds 100% interest in the above-named Company to the full benefits of such membership. Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company Operating Agreement.

Given under common seal of the company this 17th day of December, 2024


International Corporate Services Limited
(Organizer)

REGISTER OF MEMBERS

DesAlpes LLC

(Registration No. FSC/200/LLC 2454/24)

Name and Address	Date of Birth	Nationality	Date of Appointment	Date Resigned
Daniel Dalpe 201 Rue Marcel-R Bergeron Bromont PQ J21 0H4 Canada	24. Feb 1971	Canada	17 December 2024	

REGISTER OF MANAGER

DesAlpes LLC

(Registration No. FSC/200/LLC 2454/24)

Name and Address	Date of Birth	Nationality	Date of Appointment	Date Resigned
Daniel Dalpe 201 Rue Marcel-R Bergeron Bromont PQ J21 0H4 Canada	24 Feb 1971	Canada	17 December 2024	

A Belize Limited Liability Company incorporated under the
International Limited Liability Companies Act 2011
(No. 13 of 2011)

Operating Agreement
Of
DesAlpes LLC

Dated – 17th day of December, 2024

Operating Agreement

This operating Agreement of DesAlpes LLC, formed under the international Limited Liability Companies Act, 2011, herein referred as the Act on the 17th day of December, 2024.

- i. Adopted by the Members, and
- ii. Duly completed and consented to, in exchange for valuable consideration, by the Members

ARTICLE 1

Definitions

In this Operating Agreement, the terms listed below are defined as follows:

- i. Act refers to International Limited Liability Companies Act, 2011 (No.13 of 2011), as amended from time to time, and any subsequent legislation that may replace it.
- ii. Articles of Organization refers to the documentation filed with the Registrar, pursuant to which the company was established as a Limited Liability Company under the Act
- iii. Capital Contribution refers to any contribution made by the Members to the company's capital.
- iv. Certificate of Organization refers to the certificate issued by the Registrar, through which the company was established as a Limited Liability Company under the Act
- v. Company refers to DesAlpes LLC, a company incorporated under the Act.
- vi. Company Liability refers to any debt or responsibility for which the company is accountable or which is backed by any of the company's asset
- vii. Dispose, Disposing, or Disposition refers to sales, assignment, transfer, exchange, mortgage, pledge, grant of security interest, or other disposition or encumbrance, which may also include actions occurring automatically under the law.
- viii. Distributional Interest refers to the total interest a member holds in the Company's distribution of profits. The initial investment related to distributions shall be set forth under Exhibit A.
- ix. Operating Agreement refers to the meaning given under section 2 of the Act.

- x. Manager refers to a person appointed to serve as LLC manager as per the provision in Section 63 of the Act
- xi. Members refers to any person listed on the last page of the Operating Agreement who have consented to its adoption by signing and dating it in their own handwriting
- xii. Net Loss refers to company's losses and deduction, calculated yearly using the accounting principles adopted by the company.
- xiii. Net Profits refers to company's income and gains, calculated yearly using the accounting principles adopted by the company.
- xiv. Person includes an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity
- xv. Property refers to the asset that have been either contributed by the Members or acquired by the company.
- xvi. Registrar refers to Registrar of International Limited Liability Companies. Any other terms defined in this document have the meaning so given to them.

ARTICLE 2

2.1 Formation

The Company was established as a Limited Liability Company by submitting its signed Articles of Organization to the Registrar on 17th day of December 2024, under registration number FSC/200/LLC 2454/24

2.2 Name

The Company operates under the name DesAlpes LLC, and all business conducted by the Company must be carried out using this name, or any other names chosen by the Members at their sole discretion, provided that such names comply with the Act and any other applicable law.

2.3 Registered Office

The Company's registered office, is required to be maintained in the Belize and it shall be the office of the initial registered agent named in the Article of Organization. Alternatively, the Members have the authority to designate another office, which doesn't necessarily have to be a Company's place of business, in accordance with the legal procedures, as they see fit.

2.4 Registered Agent

The Company's registered agent in Belize will either be the initial registered agent mentioned in the Articles of Organization or any other individual(s) designated by the Members in accordance with the legal procedures, as they see fit.

2.5 Principal office and other offices

The company's principal office will be situated at a location chosen by Members, which is not required to be in Belize. Additionally, the company has the flexibility to establish additional offices at their discretion of the Members as they see fit.

2.6 Purposes

The company is engaged in – providing E-Commerce Consultancy services to its clients.

2.7 Foreign Qualification

Prior to company's commencement of its operation in any jurisdiction, the Members shall comply the procedures to the extent those matters are reasonably available within the control of the Members, in regards to all the requirements necessary to establish the status of the company as a foreign company in that jurisdiction. The Members shall execute, acknowledge, affirm, and submit all certificates and documents in accordance with this Operating Agreement. These actions are necessary to achieve qualification, continuation, or termination of the Company's status as a foreign company in all jurisdictions where it conducts business.

2.8 Term

The company comes into existence on the date the Article of Organization were submitted to the Registrar. It shall remain in existence indefinitely unless this Operating Agreement specifies an earlier termination date.

2.9 Mergers

The company may merge with any other business entity subject to the requirements of the Act

ARTICLE 3

Members

3.1 Additional Members

Additional Person maybe admitted into Company as Members and Memberships may be granted to these persons, at the discretion of the Members. This process will be carried out based on terms and conditions determined by Members at the time of admission. These terms and conditions must specify the percentage of Net Loss and Profit, allocated to each person, as well as the relevant Capital Contribution. These terms and conditions may also include creation of various classes or groups of Members, each with distinct rights, powers, and duties. The Members will amend this document reflecting the creation of any new class or group and specify the distinct rights, powers and duties. Such admissions must comply with the requirements outlined in this Operating Agreements and must comply with the relevant provision of this Act. The admission becomes effective only after the new Member submits their notice address, their consent to be bound by this Operating Agreement, and an affirmation that required representation and warranties are true and correct w.r.t to new Members

3.2 Liabilities to the 3rd Party

Unless otherwise agreed in writing, no Members shall be held responsible for the company's debt, obligation, or liabilities, including those under a judgement or a court order

3.3 Resignation

Members are not allowed to resign voluntarily from the company, except as outlined in the Act

3.4 Location of Meeting

Every meeting shall be held at a time and location specified in the meeting notice or an officially authorized waiver of notice, whether inside or outside of Belize. Unless stated otherwise, the Manager(s) or Member(s) responsible for managing the company must provide notice of Company meeting to each member

3.5 Special Meetings

Members have the power to call special meeting at their discretion

3.6 Written Resolution in Lieu of Meeting

Any action mandated by the Act must be taken at a member's meeting, or any action permissible with such a meeting, can also be executed without convening a meeting. This can

be done without prior notification or formal voting, as long as written consent, outlining the action taken have been signed by the Members

3.7 Assignment of Distributional Interest

Unless specified differently:

- i. A distributional interest can be partially or entirely assigned
- ii. Assigning a distributional interest doesn't grant the assignee the status of a Member or right to exercise a Member's rights or authorities.
- iii. An assignment entitles the assignee to receive distributions that the assignor was entitled to, as long as those items are part of the assignment. It also allocates to the assignee the assignor's share of Net Profit and Net Loss.
- iv. Until the assignee hasn't become a Member, the assignor Member remains a Member and retains the ability to exercise any Member's rights or authorities.

3.8 Distributions in Kind

Unless otherwise stated in the Articles of Organization or this Operating Agreement, a Member cannot request or receive a distribution from the Company in any form other than cash.

3.9 Right to Distributions

As per the Act, when a Member becomes eligible to receive a distribution, they are considered a creditor of the Company and have access to all remedies available to creditors.

3.10 Limitation on Distributions

No distribution can be carried out if, giving effect to the distribution:

- i. The company would be unable to pay its debt as they become due in the course of business, or
- ii. The company's asset would fall below the sum of its liabilities, plus the required amount to fulfil the preferential right of the Members in case the company were to be dissolved, wound-up, and terminated at the time of distribution

3.11 Buy-out of Resigning Members

The company has no obligation to buy-out resigning Member's membership until the company's specified term, on the date of the resignation, reaches its expiration date if this expiration doesn't lead to Company's dissolution and winding up under the Act. The payment date, if applicable, and the fair value of the resigning Member's membership shall be decided as per the provision of the Act.

ARTICLE 4

Capital Contribution

4.1 Initial Contribution

The Capital Contribution and initial Membership Interest of each Member, expressed as a percentage, can be found in Exhibit A attached to this document. The value of these Capital Contributions is also detailed in Exhibit A. There will be no interest accruing on any Capital Contribution, and Members have the right to withdraw or be repaid their Capital Contributions, except as mentioned in this Operating Agreement.

4.2 Reimbursement of Contribution

Members are not entitled to request the reimbursement of any part of the Capital Contribution or receive interest payments related to their capital accounts or capital contribution. Any outstanding capita contribution is not considered as a debt owed by the company.

4.3 Loan by Members

If the company lacks adequate funds to meet its obligation, Members at that time have the option to provide a part or all the required funds for the company. Such funds are considered loan from the Members to the company, incurring a 6.5% interest annually from the date of the advance until the day of repayment, and the same does not qualify as capital contribution

ARTICLE 5

Management by Members and Managers

5.1 Management by Members

The authority and management of the Company's business and operations shall be under the Members, who possess power and discretion to make decisions and carry out actions on behalf of the Company, except as otherwise specified in this Operating Agreement. These powers include, but are not limited to, the following:

- i. Entering into, executing, and fulfilling contracts, agreements, and other undertakings that legally bind the Company, as deemed necessary or advisable in furtherance of the Company's objectives, and making decisions and granting waivers related to such agreements.

- ii. Opening and maintaining bank and investment accounts, issuing checks and other payment instructions, and designating individuals with the authority to manage these accounts and transactions.
- iii. Ensuring the proper maintenance of the Company's assets.
- iv. Collecting amounts due to the Company.
- v. Settling the Company's debts and obligations, to the extent that Company funds are available for this purpose.
- vi. Acquiring, utilizing, or disposing of company's asset for the benefit of the company
- vii. Borrowing funds or committing the credit of the company for company's activities and voluntary pre-payment or extension on debts.
- viii. Appointing, removing, or change in authority or responsibilities of lawyer, accountant, and other advisors and consultants
- ix. Obtaining insurance for the Company
- x. Determining the distribution of the company's asset, including cash and other property.

5.2 Management by a Manager(s)

- i. In cases where the Members chooses to appoint one or more persons as Managers of the Company, the Managers shall be responsible for managing the Company's affairs, and they shall possess all the powers outlined in section 5.1 above. Any powers not expressly mentioned in section 5.1 shall not be exercised by the Manager(s). If a power is designated elsewhere as exercisable only by the Members, the appointment of Manager(s) by the Members will not supersede this unless the Members explicitly amend this Operating Agreement to grant the Manager(s) the authority to exercise such power(s).
- ii. When there are more than 1 manager, decisions made by the Manager(s) shall require a unanimous agreement among themselves. However, the Manager(s) may, on occasion, assign certain responsibilities within the Company's operations to one or more of their peers. Each Manager so designated shall keep the other Manager(s) informed of their actions in regards to the Company.
- iii. A Manager may voluntarily resign from their role as Manager at any time by providing written notice to all Members. Removal of a Manager can occur at any time through the majority consent of the Members, with the Manager being removed excluded from the vote if they are also a member. Furthermore, a manager's status as a manager will terminate if they declare bankruptcy, reach an agreement with creditors, declared bankrupt, or found to be of unsound mind.
- iv. The compensation payable to the Managers shall be determined periodically by the Members as they see fit.

5.3 Actions by the Managers or Members, delegation of authorities and duties

- i. The Members, or in cases where the Company is managed by Managers, the Managers, have the discretion to confer titles (such as president, vice president, secretary, assistant secretary, treasurer, and assistant treasurer) upon persons they intend to employ within the Company. Unless otherwise determined by the Members or Managers, if the title

corresponds to one commonly used for officers in a typical business corporation, granting such a title shall imply the delegation of the associated authority and responsibilities normally associated with that position. The Members or Managers may withdraw any delegation made under this Section at any time.

- ii. Any 3rd party dealing with the company may rely upon the authority of any Member, Manager, or Officer when taking any action on behalf of the company, without inquiring the provisions mentioned in this Operating Agreement. This applies even if the action taken does not conform with the provision of this Operating Agreement.

ARTICLE 6

Indemnification

6.1 Indemnification

The company shall provide indemnification to the Members, Manager(s), and agents, for all costs, losses, liabilities, and damages incurred or accrued by the Members, Manager(s), or agents in relation to the Company's operation, to the extent permitted by the laws of Belize.

ARTICLE 7

Dissolution, Liquidation and Termination

7.1 Dissolution

The company shall dissolve, and its operation shall be liquidated upon the first occurrence of the following:

- i. The written consent of the Members;
- ii. The expiration of the period specified for the company in the Article of the Organization, if specified, or as mentioned in the Act, whichever is earlier; and
- iii. Dissolution as provided in the Act

7.2 Winding-up and Termination

Upon company's dissolution, the Members shall act as the liquidator. The liquidator will proceed diligently to wind-up the company's affair and make final distribution as outlined in this operating agreement and the Act. The expenses associated with liquidation will be covered by the company. Until the final distribution, the liquidator will continue to manage the company's asset with the same authority as the Members of the Company. The liquidator's duties include the following:

- i. As soon as the company dissolves and again after the final liquidation, the liquidator will arrange for a proper accounting assessment by a recognized firm of Chartered Accountant or Certified Public Accountants. This assessment will cover the company's asset, liabilities, and operations up till the last day of the calendar month in which the dissolution occurs or when the final liquidation concludes, as applicable.
- ii. The liquidator will notify all known creditors and claimant of the company via mail.
- iii. The liquidator will settle, satisfy, or discharge the company's debt, liabilities, and obligation from company's funds. This includes all expenses related to liquidation process, and any advances mentioned in section 5,4 of this operating agreement or otherwise make suitable provisions for payment and discharge (such as establishing a cash escrow fund for potential liabilities in an amount and duration determined reasonably by the liquidator).
- iv. Any remaining Company's asset will be distributed among the Members of the Company.

ARTICLE 8

General Provisions

8.1 Books and Records

The company shall maintain the books and records it considers necessary and advisable.

8.2 Amendment

The Operating Agreement may be amended through a written document signed by majority of the Members at any time.

8.3 Checks, Notes and Drafts

All checks, drafts or other financial orders, as well as notes or other document showing indebtedness issued in Company's name or payable to the company, shall require the signature of an authorized person. This authorized person can be appointed by the Members, and may include officers, managers, members or any other person designates as necessary.

8.4 Title

The titles in this Operating Agreement have been included for convenience and does not bear any significance in the interpretation of any section within it.

8.5 Comprehensive Agreement

The operating agreement represents the comprehensive agreement among the Members and their affiliates regarding the company and supersedes all previous contracts or agreements, whether oral or written, concerning the Company.

8.6 Effect of Waiver or Consent

A waiver or consent, whether explicit or implied, regarding any breach or failure by any person while carrying out their duties on related to the company does not extend to cover any other breach or default, whether similar or different, in the performance of their obligations related to the company. If a person refrains from raising any objection or declare any person in default regarding any action related to the company, irrespective of the duration of this failure, it should not be interpreted as a waiver of their rights concerning that default until the applicable statute of limitation has elapsed.

8.7 Binding of this Agreement

Subject to limitation on the disposition outlined in this Operating Agreement being taken, into account it is legally binding and accrues to the advantage of Members, as well as their heirs, legal representative, successors, and assignees.

8.8 Applicable Law and Severability

This agreement is subject to the laws of Belize, and it shall be interpreted in accordance with those laws, without considering rules or principles that might suggest the application of another jurisdiction's laws. In case where there is a direct conflict between this operating agreement and either a mandatory provision of the Article of the Organization or any mandatory provision of the Act, the relevant provision from Article of Organization or the Act shall take precedence.

8.9 Conflict Provision

In a case where the provision of this Operating Agreement seems to conflict with each other, the Members have the authority to decide which of these conflicting provisions will be upheld. The Members have flexibility in interpreting the terms of this Operating Agreement to achieve the goals and objective of the company. They can use this agreement in a way that best serves the Company's interest, and as long as they adhere to the provisions of the Act and laws of Belize.

8.10 Seal

The company's seal shall be determined and adopted by the Members through their resolution as needed.

8.11 Other Matters and Amendment

In cases where this Operating Agreement is silent on any matter, the provision laid down in the Act shall govern the company's operations. Any amendment to this Operating Agreement can be made by a simple vote of the members, whether through a meeting or by written resolution.

The Member(s) signing below confirm that they have adopted the preceding Operating Agreement, which takes effect from 17th day of December 2024.

AS EVIDENCE OF THIS, the Member(s) have signed below:

Name: DANIEL DALPE.

Date: 17th day of December 2024.

Address: 201 RUE MARCEL-R BERGERON BROMONT PQ J2L 0H4 CANADA.

Email Address: info@desalpes.world.

Contact Number: +514-967-3834.

EXHIBIT

MEMBER	CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST (%)
DANIEL DALPE	10,000	100%