

OPERATING AGREEMENT OF BEST VOIP DIALER LLC

A Member-Managed Limited Liability Company

This Operating Agreement (the “Agreement”) is entered into and made effective as of **April 23, 2026**, by and between the following Members:

Atif Yousaf — Address: 17807 Lakecrest View Dr. #10203, Cypress, TX 77433, USA.

Khizar Hayat — Address: Farash Town Phase 2, House No. 2829, Street 42, Islamabad, Pakistan 44000.

Each individually referred to as a “Member,” and collectively as the “Members.”

ARTICLE I — FORMATION & NAME

1.1 Formation

The Members hereby form a Texas Limited Liability Company under the Texas Business Organizations Code (TBOC).

1.2 Name

The name of the Company shall be BEST VOIP DIALER LLC (hereinafter referred to as “BVD” or the “Company”).

1.3 Term

The Company shall continue in existence until dissolved by mutual written consent of both Members in accordance with this Agreement.

1.4 Business Continuity

The Company shall not be dissolved, suspended, or stopped so long as it has active clients or ongoing service obligations. No Member shall block, freeze, or disrupt operations under any circumstances.

ARTICLE II — PURPOSE

The purpose of the Company shall be limited to the provision of VoIP and dialer services.

ARTICLE III — OWNERSHIP & MANAGEMENT

3.1 Ownership

Each Member owns fifty percent (50%) of the Company.

3.2 Management

The Company shall be member-managed. Both Members shall have equal authority in all matters of the Company. No Member shall hold superior control over the other.

ARTICLE IV — FINANCIAL CONTROL

4.1 Joint Approval

No funds of the Company shall be spent, transferred, or committed without the prior consent of both Members.

4.2 Bank Access

Both Members shall have equal and full access to all financial accounts of the Company at all times.

4.3 Tax Compliance

The Company's current tax structure operates under Atif Yousaf's SSN/ITIN. Upon Khizar Hayat obtaining a valid ITIN, the appropriate updates shall be made to reflect the same.

ARTICLE V — CLIENT OWNERSHIP & NON-SOLICITATION

5.1 Company Ownership of Clients

All clients, whether acquired through personal contacts, marketing, referrals, outsourcing, or any other means, shall be considered clients of BVD and not of any individual Member.

5.2 No Direct Poaching

No Member shall, directly or indirectly:

- Approach any active Company client;
- Solicit any active Company client;
- Influence any active Company client; or

- Divert any active Company client for personal or external business.

5.3 Client Freedom (Fair Movement Rule)

If a client independently leaves BVD due to dissatisfaction, pricing concerns, or personal preference, and later approaches a Member or that Member's new business without any solicitation or influence, that Member may serve such client without breach of this Agreement.

5.4 Strict Prohibitions

No Member shall:

- Misrepresent BVD services;
- Damage the reputation of the Company;
- Use internal data to capture or contact clients; or
- Create confusion or use deceptive means to redirect clients.

Any violation of this Article shall constitute a material breach of this Agreement.

ARTICLE VI — INTELLECTUAL PROPERTY

6.1 Vox Strom

Vox Strom is a separate legal entity solely owned by Khizar Hayat and is not affiliated with, nor an asset of, BVD.

6.2 Custom Code Ownership

All custom code, scripts, frameworks, and proprietary technology developed by Khizar Hayat shall remain his sole intellectual property.

6.3 Usage Rights

BVD shall have the right to use such systems during the active period of partnership. Upon separation or dissolution, all such intellectual property shall remain with Khizar Hayat.

ARTICLE VII — VOLUNTARY EXIT & CONTINUITY

7.1 Right to Exit

Any Member may voluntarily exit the Company at any time by providing thirty (30) days' prior written notice to the other Member. Notice delivered via WhatsApp or email shall be deemed acceptable.

7.2 Good Faith Period

During the thirty (30) day notice period, both Members shall make good-faith efforts to resolve any outstanding issues.

7.3 Post-Notice Freedom

After the expiration of the notice period, the exiting Member shall be free to start or operate an independent business.

7.4 No Disruption Rule

The exiting Member shall not, at any time:

- Block any systems or platforms;
- Stop or interrupt any services; or
- Interfere with the Company's ongoing operations.

7.5 Company Continuity

BVD shall continue to operate without interruption notwithstanding the exit of any Member.

ARTICLE VIII — EXISTING CLIENTS & INCOME

8.1 Client Retention

All existing clients of the Company at the time of any Member's exit shall remain with BVD.

8.2 Revenue Sharing

Income generated from such existing clients shall continue to be distributed equally (50/50) between the Members, unless mutually agreed otherwise in writing.

ARTICLE IX — NEW BUSINESS & FUTURE CLIENTS

9.1 Independent Growth Allowed

After exit, both Members shall be free to operate separate and independent businesses.

9.2 New Clients Ownership

Any new clients acquired by a Member after exit shall belong solely to that respective Member or that Member's new business.

ARTICLE X — NON-CIRCUMVENTION & FAIR CONDUCT

Both Members mutually agree to the following principles of fair conduct:

- No cheating or bypassing of this Agreement;
- No hidden or undisclosed influence over Company clients;
- No misuse of Company resources, data, or systems; and
- No reputational damage caused to the Company or the other Member.

All business shall be conducted in good faith, transparency, and fairness.

ARTICLE XI — ACCESS & TRANSPARENCY

Both Members shall, at all times, have full and unrestricted access to:

- All financial records and accounts;
- All systems and platforms of the Company;
- All client data and records; and
- All operational tools and resources.

ARTICLE XII — DISPUTE RESOLUTION

Any dispute arising between the Members under this Agreement shall be resolved in good faith within thirty (30) days of the dispute being raised in writing.

During the pendency of any dispute:

- Neither Member shall restrict the other's access to systems, data, or accounts; and
- No Member shall block or interrupt the operations of the Company.

ARTICLE XIII — LIABILITY & DISSOLUTION

13.1 Limited Liability

The Members shall not be held personally liable for the debts, obligations, or liabilities of the Company beyond what is required by applicable law.

13.2 Dissolution

The Company may only be dissolved by mutual written consent of both Members.

ARTICLE XIV — AMENDMENTS

Any amendments, modifications, or changes to this Agreement shall be valid only when made in writing and executed by both Members.

ARTICLE XV — GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, United States of America.

SIGNATURES

IN WITNESS WHERE OF, the Members have executed this Operating Agreement as of the Effective Date first written above.

MEMBER 1:

Name: Atif Yousaf

Date: 4-23-2026

Sign:



MEMBER 2:

Name: Khizar Hayat

Date: 4-23-2026

Sign:

