



**State of Rhode Island
Office of the Secretary of State**

Fee: \$150.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is: OluwAI LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street: 5 HUMES
City or Town: WARWICK State: RI Zip: 02889

The name of the resident agent at such address is: OLUWASEUN AKINNUSOTU

ARTICLE III

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

Check one box only

☒ disregarded as an entity separate from its member ☐ a partnership ☐ a corporation

ARTICLE IV

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 5 HUMES
City or Town: WARWICK State: RI Zip: 02889 Country: USA

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: ☒ Perpetual ☐

ARTICLE VI

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other

provision which may be included in an operating agreement:

SINGLE-MEMBER MANAGEMENT AND AUTHORITY: THE COMPANY SHALL HAVE A SINGLE MEMBER, WHO HOLDS 100% OF THE MEMBERSHIP INTEREST AND IS VESTED WITH FULL AND EXCLUSIVE AUTHORITY TO MANAGE AND OPERATE THE COMPANY'S BUSINESS AND AFFAIRS. NO ADDITIONAL MEMBERS SHALL BE ADMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SOLE MEMBER.
RATIONALE: THIS CLAUSE FORMALLY ESTABLISHES THAT OLUWAI LLC IS A SINGLE-MEMBER, MEMBER-MANAGED LLC, MIRRORING THE OPERATING AGREEMENT'S TERMS. IT MAKES CLEAR TO THE STATE AND THIRD PARTIES THAT THE SOLE OWNER EXERCISES COMPLETE MANAGEMENT AUTHORITY, PREVENTING ANY CONFUSION ABOUT WHO CAN BIND THE COMPANY. REQUIRING WRITTEN CONSENT TO ADD NEW MEMBERS PROTECTS THE OWNER'S CONTROL BY ENSURING NO ONE CAN BECOME A CO-OWNER WITHOUT PERMISSION. THIS TRANSPARENCY AND CLARITY IN THE ARTICLES CAN HELP AVOID DISPUTES OVER MANAGEMENT OR OWNERSHIP AND IS FULLY COMPATIBLE WITH RHODE ISLAND'S LLC STATUTES (WHICH PERMIT MEMBER-MANAGED STRUCTURES AND SINGLE-MEMBER LLCs).

LIMITED LIABILITY AND INDEMNIFICATION: NO MEMBER OR MANAGER OF THE COMPANY SHALL BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS, OR LIABILITIES OF THE COMPANY, AND THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS ITS MEMBER (AND ANY DULY AUTHORIZED MANAGER OR AGENT) FOR ALL ACTS OR OMISSIONS PERFORMED IN GOOD FAITH ON BEHALF OF THE COMPANY, TO THE FULLEST EXTENT PERMITTED

BY LAW.

RATIONALE: THIS PROVISION REINFORCES THE LIMITED LIABILITY SHIELD AND ADDS

AN EXPRESS

INDEMNIFICATION COMMITMENT. IT SIGNALS THAT THE OWNER'S PERSONAL ASSETS ARE

PROTECTED FROM

BUSINESS DEBTS OR LAWSUITS, AND THAT THE COMPANY WILL DEFEND AND REIMBURSE

THE MEMBER FOR ANY

GOOD-FAITH ACTIONS TAKEN FOR THE BUSINESS. RHODE ISLAND LAW EXPLICITLY

ALLOWS LLC ARTICLES TO

LIMIT A MANAGER'S OR MEMBER'S PERSONAL LIABILITY FOR MONETARY DAMAGES

(EXCEPT IN CASES OF BAD

FAITH, FRAUD, ETC.), SO INCLUDING IT HERE PROVIDES AN EXTRA LAYER OF LEGAL

PROTECTION. BY

ENSHRINING THIS IN ARTICLE VI, THE PROTECTION BECOMES PART OF THE PUBLIC

RECORD AND CANNOT BE

EASILY CHANGED WITHOUT A FORMAL AMENDMENT, WHICH STRATEGICALLY REASSURES

THE MEMBER AND ANY

POTENTIAL INVESTORS THAT STRONG LIABILITY PROTECTIONS ARE IN PLACE.

INTELLECTUAL PROPERTY OWNERSHIP OF AI WORK: ALL INTELLECTUAL PROPERTY

CREATED OR DEVELOPED IN

THE COURSE OF THE COMPANY'S BUSINESS (INCLUDING ANY CONTENT OR MATERIALS

GENERATED WITH THE

ASSISTANCE OF ARTIFICIAL INTELLIGENCE OR CO-CREATED USING AI TOOLS) SHALL

BE THE EXCLUSIVE

PROPERTY OF THE COMPANY, UNLESS AND UNTIL THE COMPANY EXPRESSLY AGREES IN A

WRITTEN INSTRUMENT

TO SELL, LICENSE, OR TRANSFER SUCH RIGHTS TO ANOTHER PARTY.

RATIONALE: THIS CLAUSE SECURES THE OWNERSHIP OF AI-GENERATED AND CO-CREATED

WORKS FOR THE

COMPANY BY DEFAULT, WHICH IS CRUCIAL FOR A DIGITAL-FIRST AI SERVICES AGENCY. IT ALIGNS WITH

THE OPERATING AGREEMENT'S PROVISION THAT ALL WORK PRODUCT AND IP

STAYS WITH
THE COMPANY UNLESS
EXPLICITLY CONTRACTED OTHERWISE. BY PUTTING THIS IN THE ARTICLES OF
ORGANIZATION, OLUWAI LLC
PUBLICLY UNDERSCORES ITS CLAIM OVER THE VALUABLE INTELLECTUAL
PROPERTY IT
CREATES. THIS HELPS
PROTECT THE COMPANY’S PROPRIETARY DESIGNS, CODE, AND CONTENT FROM
INADVERTENT LOSS OR CLIENT
DISPUTES – CLIENTS WILL KNOW THAT DELIVERABLES ARE OWNED BY THE
COMPANY
UNLESS A WRITTEN
CONTRACT SAYS OTHERWISE. INCLUDING IT IN ARTICLE VI IS LEGALLY
PERMISSIBLE
AND EMPHASIZES THE
COMPANY’S COMMITMENT TO SAFEGUARDING ITS AI-BASED INNOVATIONS
AND CONTENT,
WHICH IS A
STRATEGIC ASSET FOR THE BUSINESS.

CLIENT REVENUE-SHARING ARRANGEMENT (7%): THE COMPANY IS
AUTHORIZED TO ENTER
INTO REVENUE-
SHARING AGREEMENTS WITH ITS CLIENTS UNDER WHICH THE COMPANY SHALL
BE
ENTITLED TO RECEIVE A
PORTION OF THE CLIENT’S REVENUE – NOT TO EXCEED SEVEN PERCENT (7%) –
THAT
IS GENERATED FROM
THE USE OF THE COMPANY’S AI TOOLS OR SERVICES, AS ADDITIONAL
CONSIDERATION
FOR THE COMPANY’S
SERVICES.
RATIONALE: THIS PROVISION HIGHLIGHTS OLUWAI’S UNIQUE 7%
REVENUE-SHARE MODEL
AS A FORMAL PART
OF ITS PURPOSE AND BUSINESS PRACTICES. ACCORDING TO THE OPERATING
AGREEMENT, WHEN A CLIENT
EARNS REVENUE USING THE COMPANY’S AI SERVICES, THE COMPANY IS
ENTITLED TO A
7% SHARE OF THAT
CLIENT’S GROSS REVENUE FROM THOSE SERVICES. BY PLACING THIS IN THE
ARTICLES, IT SIGNALS TO
CLIENTS AND PARTNERS THAT REVENUE-SHARING ISN’T JUST A CASUAL POLICY
– IT’S
EMBEDDED IN THE

COMPANY’S LEGAL FOUNDATION. THIS TRANSPARENCY CAN BUILD TRUST AND SET CLEAR EXPECTATIONS:
CLIENTS ARE ON NOTICE THAT THE COMPANY WILL SHARE IN THE SUCCESS OF PROJECTS IT CONTRIBUTES TO. THE CLAUSE IS CRAFTED TO BE CONSISTENT WITH RHODE ISLAND LAW (IT DOESN’T CONTRAVENE ANY LLC STATUTE) AND IS OPTIONAL IN THE SENSE THAT IT AUTHORIZES SUCH AGREEMENTS. STRATEGICALLY, LISTING IT IN ARTICLE VI REINFORCES THE COMPANY’S COMMITMENT TO COLLABORATIVE SUCCESS AND ENSURES THAT ANY FUTURE CHANGE TO THIS MODEL WOULD REQUIRE A FORMAL AMENDMENT, THEREBY PROTECTING THIS BUSINESS STRATEGY.

ARTICLE VII

The limited liability company is to be managed by its X Members* or Managers (check one)

*** If you checked to be managed by your MEMBERS (the owners) DO NOT complete the following section. Only complete the following section if you checked to be managed by MANAGERS.**

The name and address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
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ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 90 days after the filing of these Articles of Organization.

Later Effective Date: 07/01/2025

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

Signed this 30 Day of June, 2025 at 2:51:14 PM by the Authorized Person.

OLUWASEUN AKINNUSOTU

Address of Authorized Signer:
5 HUMES WARWICK, RI 02889

Form No. 400
Revised 09/07

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