

IRREVOCABLE CRYPTO PLEDGE AGREEMENT

(Stefan Paul Carter / Lotus Capital Hub LLC)

AGREEMENT BETWEEN DONOR AND DONEE

Stefan Paul Carter (hereinafter referred to as “Donor”), and Lotus Capital Hub LLC (hereinafter referred to as “Donee”), hereby agree to the terms of this irrevocable crypto pledge agreement (this “Agreement”) on the terms and conditions set forth herein.

RELIANCE ON AGREEMENT AND CRYPTO ASSETS FOR BUDGET, PLANNING, AND EXPENDITURES

Donor understands and agrees that Donee intends to rely on this Agreement and the crypto assets pledged pursuant hereto for budget and programming allocations and future planning and expenditures. Such reliance will be to the detriment of Donee absent the enforcement of this Agreement and the pledge set forth herein. It is the express agreement and intention of the parties hereto that this Agreement and the pledge set forth herein be enforceable in contract and supported by due consideration.

Donor hereby irrevocably pledges and agrees to give access to Donee, the following crypto wallets and their entire contents upon the execution of this Agreement:

- Crypto Address 1: 0xb4Bf44FDA3715FcaC387685848Fb896DC92e93F6
- Crypto Address 2: 0x6A4b989bc9bf834543827E4dF011BD6CD91db949
- Crypto Address 3: 0xa2E46B0e90694862599188958c2be47be4c706fE
- Crypto Address 4: 0x4dB5Ba778246D5A8301E6AD95529B8803487F199
- Crypto Address 5: 0x2bB5Cc55eE5e4D7195E5a4D926EA25A628255087
- Crypto Address 6: 0x29129ed407304F072302650426e06A8610900b49

(hereinafter referred to as the “Pledge”).

PURPOSE AND SCOPE

The purpose of this agreement is to establish a clear understanding between the Donor and the Donee regarding the irrevocable pledge of crypto assets. The pledge is being made with the intention of supporting the operations, budget, programming allocations, and future planning of Lotus Capital Hub LLC (hereinafter referred to as the "Donee").

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The specific reason for the pledge is to provide the Donee with access to the pledged crypto assets, which will contribute to the financial resources and stability required for the successful execution of the Donee's activities. The pledged crypto assets will be utilized by the Donee for various purposes, including but not limited to:

1. Funding ongoing projects and initiatives: The crypto assets will be used to support the funding needs of the Donee's ongoing projects, ensuring their continuity and success.
2. Operational expenses: The pledged assets may be utilized to cover day-to-day operational expenses, such as rent, utilities, salaries, and other necessary expenditures associated with the functioning of Lotus Capital Hub LLC.
3. Expansion and growth: The crypto assets may also be employed to facilitate the expansion and growth of the Donee's business activities. This may involve exploring new opportunities, entering into strategic partnerships, or investing in innovative ventures.
4. Research and development: The Donee may allocate a portion of the pledged crypto assets to research and development efforts aimed at enhancing their services, products, or operational efficiency.

By pledging the crypto assets, the Donor acknowledges and agrees that the Donee will rely on this agreement and the pledged assets for their financial planning, budgeting, and expenditure decisions. The Donor understands that the Donee's ability to effectively utilize the pledged assets is contingent upon the enforceability of this agreement. Both parties intend for this agreement to be legally binding and supported by due consideration.

It is important to note that the specific utilization of the pledged crypto assets by the Donee will be determined by their discretion and in accordance with their operational needs and strategic objectives. The Donee will exercise reasonable judgment and prudence in managing the pledged assets for the benefit of Lotus Capital Hub LLC and its stakeholders.

AMENDMENT AND GOVERNING LAW CLAUSE

This Agreement may be altered or amended only by subsequent agreement executed in writing by Donor and Donee. This Agreement shall be construed in accordance with and be governed by the laws of the State of Wyoming (or State of Delaware), United States of America, as though fully executed in that State. This Agreement replaces and supersedes any previous oral or written representations or agreements in connection with or relating to the Pledge.

DIGITAL DOCUMENT AND BLOCKCHAIN TECHNOLOGY

This agreement is created and maintained in a digital format and has been uploaded to the blockchain for secure storage and verification purposes. By utilizing blockchain technology, the authenticity and integrity of this document are ensured, providing a tamper-proof record of its contents. The digital signatures affixed to this Certificate are considered legally binding and valid, as they have been executed with the knowledge and consent of the respective individuals whose names appear alongside their signatures. The utilization of blockchain technology further

strengthens the trust and reliability of this Certificate, as it allows for transparent and immutable verification of the signatures and the entire document's history.

RELEASE AND INDEMNIFICATION

Release: Upon the transfer of the pledged crypto assets to the Donee, the Donor shall be released from any and all liabilities, claims, demands, actions, or causes of action, whether known or unknown, arising out of or in connection with the pledged crypto assets. The Donee acknowledges and agrees that it assumes full responsibility and ownership of the pledged crypto assets upon their transfer.

Indemnification: The Donor agrees to indemnify and hold the Donee harmless from and against any losses, damages, liabilities, costs, or expenses (including reasonable legal fees) incurred by the Donee arising out of or in connection with the pledged crypto assets. This indemnification shall cover any claims, demands, actions, or causes of action brought by any third party against the Donee relating to the ownership, possession, or use of the pledged crypto assets.

Survival: The provisions of this Release and Indemnification section shall survive the transfer of the pledged crypto assets and remain in full force and effect thereafter.

DISPUTE RESOLUTION PROCESS

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, or validity, the following dispute resolution process shall be followed:

1. **Negotiation:** The parties shall endeavor to resolve any dispute amicably through good-faith negotiations. Each party shall provide written notice to the other party specifying the nature of the dispute and their proposed resolution. The parties shall engage in a reasonable period of negotiation, during which they shall attempt to reach a mutually satisfactory resolution.

2. **Mediation:** If the dispute remains unresolved after the negotiation period, the parties agree to submit the dispute to non-binding mediation. The mediator shall be selected by mutual agreement of the parties or, in the absence of an agreement, appointed by the relevant mediation authority. The mediation process shall be conducted in accordance with the rules and procedures of the chosen mediation authority.

3. **Arbitration:** If mediation fails to resolve the dispute within a reasonable time or if any party refuses to participate in the mediation process, the dispute shall be finally settled by binding arbitration. The arbitration shall be conducted in accordance with the rules and procedures of the designated arbitration authority, and the arbitration award shall be enforceable in any court of competent jurisdiction.

4. **Jurisdiction:** Notwithstanding the above, either party may seek interim or injunctive relief from a court of competent jurisdiction to prevent irreparable harm or preserve the status quo pending the resolution of the dispute through negotiation, mediation, or arbitration.

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The parties acknowledge and agree that this dispute resolution process is a condition precedent to the initiation of any legal or arbitration proceedings. The purpose of this process is to promote the fair and efficient resolution of disputes and to preserve the ongoing business relationship between the parties. The costs and expenses of any dispute resolution process, including mediation or arbitration, shall be borne as agreed between the parties or as determined by the arbitrator or relevant authority.

By agreeing to this dispute resolution process, the parties waive any right to pursue claims or disputes through litigation, except to the extent necessary to enforce or execute any arbitration award or order. The parties further agree that the results of any dispute resolution process undertaken in accordance with this provision shall be final and binding upon them.

This dispute resolution process is intended to provide a fair and equitable means of resolving any disputes or disagreements that may arise in connection with this Agreement, ensuring a prompt and cost-effective resolution without resorting to lengthy and costly litigation.

CONFIDENTIALITY

Confidential Information: The parties acknowledge that during the course of this Agreement, they may exchange confidential and proprietary information. "Confidential Information" refers to any information disclosed by either party to the other, whether orally, in writing, or in any other form, that is designated as confidential or that should be reasonably understood to be confidential given the nature of the information and the circumstances of its disclosure.

Obligations: Each party agrees to maintain the confidentiality of the Confidential Information received from the other party and to use it solely for the purpose of fulfilling their obligations under this Agreement. The receiving party shall not disclose the Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law.

Exceptions: The obligations of confidentiality shall not apply to any Confidential Information that:

- a. Is or becomes publicly available through no fault of the receiving party;
- b. Was already lawfully known to the receiving party prior to its disclosure by the disclosing party;
- c. Is rightfully disclosed to the receiving party by a third party without any restriction on disclosure; or
- d. Is independently developed by the receiving party without reference to the Confidential Information.

Protection of Confidential Information: Each party agrees to take reasonable measures to protect the confidentiality of the Confidential Information. This includes implementing appropriate safeguards to prevent unauthorized access, use, or disclosure of the Confidential Information.

Term: The obligations of confidentiality shall survive the termination or expiration of this Agreement and shall continue indefinitely from the date of termination or expiration.

Return of Confidential Information: Upon the written request of the disclosing party or upon termination of this Agreement, the receiving party shall promptly return or destroy all tangible and

intangible materials containing the Confidential Information and any copies thereof, and provide written certification of such return or destruction.

SAFEGUARDING OF CRYPTO ASSETS

In the event that Lotus Capital Hub LLC undergoes a change in ownership through a sale or transfer to a new owner ("New Owner"), and the person currently holding access to the pledged crypto assets reasonably believes that the New Owner may engage in illegal activities or actions that could jeopardize the security or integrity of the assets, the Donor retains the right to hold on to the crypto assets for further safekeeping.

The Donor agrees to exercise this right in good faith and only if there is a genuine concern for the security and proper handling of the pledged crypto assets. The Donor shall promptly notify the Donee in writing of the reasons for retaining the assets and provide supporting evidence, if available.

In such cases, the Donor shall make all reasonable efforts to ensure the continued security and protection of the crypto assets. This may include, but is not limited to, securely storing the assets, transferring them to a trusted third party custodian, or taking other appropriate measures to prevent any potential misuse or unauthorized access.

The retention of the crypto assets by the Donor under this clause shall not release the Donor from their obligations under this Agreement, and the Donor shall still be bound by all other terms and conditions herein.

The Donor and the Donee shall engage in good faith discussions to resolve any disputes or concerns regarding the retention of the assets. If the parties are unable to reach a mutually satisfactory resolution, the matter shall be subject to dispute resolution procedures as outlined in this Agreement.

This clause shall remain in effect until the Donor and the Donee mutually agree in writing to release the retained crypto assets or until a competent legal authority determines the disposition of the assets.

FORCE MAJEURE

Definition: For the purposes of this Agreement, a "Force Majeure Event" shall refer to any event or circumstance beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, wars, terrorist acts, governmental actions, strikes, lockouts, power outages, or any other events or circumstances that are unforeseeable, unavoidable, and could not be prevented with reasonable care.

Notice: In the event of a Force Majeure Event, the party affected by such event shall promptly notify the other party in writing, providing detailed information about the nature of the event, the

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anticipated duration, and the expected impact on the performance of their obligations under this Agreement. The party invoking the force majeure clause shall make reasonable efforts to minimize the impact of the event and mitigate any resulting delays or disruptions.

Suspension of Obligations: Upon the occurrence of a Force Majeure Event, the affected party's obligations under this Agreement that are impacted by the event shall be suspended for the duration of the event. The party affected by the Force Majeure Event shall be excused from performance during this period, to the extent that the performance is prevented or delayed by the event.

Extension of Time: The occurrence of a Force Majeure Event and the resulting suspension of obligations shall automatically extend the time for performance of the affected party's obligations under this Agreement. The parties shall mutually agree on a reasonable extension of time for performance, taking into account the duration and impact of the Force Majeure Event.

Termination: If the Force Majeure Event continues for an extended period and significantly hinders or prevents the parties from fulfilling their obligations under this Agreement, either party shall have the right to terminate this Agreement upon providing written notice to the other party. Termination under this provision shall not give rise to any liability or obligation beyond what is expressly provided for in this Agreement.

Mitigation of Damages: Both parties agree to use reasonable efforts to mitigate any damages or losses resulting from the Force Majeure Event. This includes exploring alternative means to perform obligations, seeking reasonable alternatives, or taking any other actions that may be necessary or appropriate under the circumstances.

Force Majeure and Pledged Crypto Assets: The occurrence of a Force Majeure Event shall not affect the ownership or possession of the pledged crypto assets under this Agreement. The party holding the pledged assets shall continue to exercise reasonable care and take necessary measures to ensure the security and integrity of the assets, notwithstanding the impact of the Force Majeure Event.

Governing Law: This Force Majeure section shall be governed by and construed in accordance with the laws of the jurisdiction governing this Agreement.

EXECUTION OF IRREVOCABLE CRYPTO PLEDGE AGREEMENT

The parties hereto have executed this Irrevocable Crypto Pledge Agreement to be effective as of this 05 day of June, 2023.

DONEE/NEW OWNER NAME: Lotus Capital Hub LLC

DONEE/NEW OWNER BLOCKCHAIN ADDRESS:
<https://rarible.com/token/polygon/0x54ded98a6720ecea54eb0f858c81737cde9ff9e:325>

DONOR/BLOCKCHAIN ADDRESS: 0x5A69e35c6E3dcE8B9cC086e044796b0f22900a4a

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SIGNATURE: Stefan Paul Carter