

EXPANSION DOCUMENT ON LLC OPERATING AGREEMENT

10/06/2024

INTRODUCTION

This Expansion Document ("Document") serves as an amendment and expansion to the existing Limited Liability Company (LLC) Decentralized Autonomous Organization (DAO) Operating Agreement of Lotus Capital Hub LLC ("the Company"). The purpose of this Document is to provide additional details and specifications that expand upon the original operating agreement, enhancing the clarity and comprehensiveness of the LLC's operations and objectives.

Lotus Capital Hub LLC is a series member of Otoco Matic De LLC, represented by NFT ID #325. The NFT associated with Lotus Capital Hub LLC can be found at the contract address 0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E. For further verification and details regarding the NFT, please visit the following link:
<https://rarible.com/token/polygon/0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E:325>.

As an investment vehicle for Lotus Capital Hub LLC, the Company is dedicated to facilitating Lotus Capital Hub LLC's entry into the Hong Kong market as a regulated entity to legally operate its desired business objectives. This Document emphasizes the Company's commitment to focus primarily on the Hong Kong market, while explicitly clarifying its intent not to operate in the United States, generate revenue from the United States, or make any profits from the United States, its businesses, or its citizens.

The expansion of the operating agreement within this Document aims to provide a clear framework and guidelines for the Company's activities, aligning them with the strategic vision and investment goals of Lotus Capital Hub LLC. It reinforces the Company's compliance with the laws and regulations of Hong Kong, as well as its commitment to uphold ethical standards, manage risks effectively, and maintain a strong business continuity plan.

**EXPANSION DOCUMENT ON LLC OPERATING AGREEMENT, Page
2 of 18**

It is important to note that this Document is an extension of the original LLC DAO operating agreement and should be read in conjunction with it. In the event of any inconsistencies or conflicts between the original operating agreement and this Document, the provisions of this Document shall prevail.

The members of Lotus Capital Hub LLC, as signatories to this Document, acknowledge their understanding of and agreement to the expanded terms set forth herein. Any further amendments or modifications to the operating agreement shall require the mutual consent of the members in accordance with the procedures outlined in the original operating agreement.

PURPOSE AND FOCUS OF THE LLC

1. Purpose:

The primary purpose of the LLC, named "Lotus Capital Hub LLC" (hereinafter referred to as "the Company"), is to act as an investment vehicle for Lotus Capital Hub LLC, a limited liability company registered in Delaware, United States. The Company's purpose is to facilitate Lotus Capital Hub LLC's entry into the Hong Kong market as a regulated entity and pursue its desired business objectives in accordance with applicable laws and regulations.

2. Investment Vehicle:

The Company shall serve as a strategic investment vehicle for Lotus Capital Hub LLC, facilitating its entry into the Hong Kong market. It shall engage in activities to identify, evaluate, and make investments that align with Lotus Capital Hub LLC's investment strategy, objectives, and risk appetite.

3. Geographic Focus:

The Company's primary focus shall be on investments and operations in the Hong Kong market. It aims to establish itself as a regulated entity in Hong Kong and conduct business activities in compliance with the laws and regulations of Hong Kong. The Company does not intend to operate in the United States or generate revenue from the United States, nor engage in business activities targeted at the United States, its businesses, or its citizens.

4. Compliance with Applicable Laws:

The Company shall adhere to all relevant laws, regulations, and licensing requirements of Hong Kong, ensuring its operations remain in full compliance. It shall appoint legal counsel and consultants as necessary to provide guidance on regulatory matters and to ensure ongoing compliance with the laws and regulations of Hong Kong.

5. Restriction on US Operations and Revenue:

It is expressly stated that the Company shall not engage in operations, seek revenue, or derive profits from the United States. The Company shall take all necessary measures to prevent the

creation of any business relationships, revenue streams, or profit-generation activities involving the United States, its businesses, or its citizens.

UNDERSTANDING OF LAWS AND GLOBAL COMPLIANCE

1. Legal Compliance:

- a. Lotus Capital Hub LLC acknowledges the importance of adhering to all applicable laws, regulations, and licensing requirements in jurisdictions where the Company operates or conducts business activities.
- b. The Company recognizes that compliance with the laws and regulations of each jurisdiction is crucial for maintaining ethical business practices, fostering trust with stakeholders, and ensuring the longevity of its operations.

2. Global Perspective:

- a. Lotus Capital Hub LLC acknowledges that it is a global company with operations and members located in various jurisdictions.
- b. The Company embraces diversity and recognizes the importance of considering and complying with the laws, regulations, and cultural norms of each jurisdiction in which it conducts business.

3. Founder's Location:

- a. Lotus Capital Hub LLC was initiated by its founder, who is based in Vietnam.
- b. The founder has consistently communicated that Lotus Capital Hub's primary base of operations is in Vietnam and has emphasized the importance of following the laws and regulations of Vietnam.
- c. The Company's operations align with the legal framework of Vietnam, and compliance with Vietnamese laws and regulations is a top priority.

4. Monitoring and Adaptation:

- a. Lotus Capital Hub LLC is committed to monitoring and staying informed about the laws and regulations relevant to its operations in various jurisdictions, with particular focus on Vietnam.
- b. The Company recognizes the dynamic nature of legal frameworks and endeavors to keep abreast of any changes or updates to laws that may impact its business activities.
- c. Lotus Capital Hub LLC, under the guidance of its founder, is dedicated to adapting its business procedures based on its understanding of the laws or how they are clearly communicated, making necessary adjustments to ensure compliance.

5. Ethical Business Conduct:

- a. Lotus Capital Hub LLC emphasizes the importance of ethical business conduct, upholding high standards of integrity, transparency, and accountability in all its operations.

b. The founder and members of Lotus Capital Hub LLC are committed to conducting themselves in a manner that reflects the Company's commitment to compliance with laws, regulations, and ethical standards, with a particular focus on the laws of Vietnam.

LOTUS CAPITAL HUB CRYPTO TOKEN

1. Token Introduction:

- a. Lotus Capital Hub launched a crypto token on the Binance Smart Chain (BNB Chain) prior to the formation of the LLC.
- b. The purpose of the token was primarily to facilitate fundraising for the development of the Lotus Capital Hub platform and related projects.

2. Fundraising for Platform Development:

- a. The primary focus of the Lotus Capital Hub crypto token was to raise funds to support the development, expansion, and enhancement of the platform.
- b. The funds raised through the token were allocated towards research and development, technology infrastructure, team expansion, marketing, and other necessary activities to drive the growth and success of the platform.

3. Token Address:

- a. The Lotus Capital Hub crypto token is identified by the address:
0xae59cbc550890bc621ef0749d7d841994986ec51 on the Binance Smart Chain.
- b. The token address serves as a unique identifier for the token on the BNB Chain and can be used to track and verify its transactions and ownership.

4. Compliance with Securities Regulations:

- a. Lotus Capital Hub acknowledges the importance of complying with applicable securities laws and regulations. It is crucial to note that while the fundraising activities for the Lotus Capital Hub crypto token were conducted with the intention of crowdfunding the development of the project, the amount raised may not meet the thresholds outlined in Regulation Crowdfunding (Reg CF).
- b. Regulation Crowdfunding (Reg CF) sets specific requirements and limits on the amount of capital that can be raised from non-accredited investors within a 12-month period. As the fundraising activities for the Lotus Capital Hub crypto token may have fallen below these thresholds, the project did not register or qualify for an exemption under Regulation Crowdfunding.
- c. In the event that the token is deemed a security and falls outside the exemptions provided by Regulation Crowdfunding (Reg CF), Lotus Capital Hub may explore alternative exemptions, such as those available under Regulation S.
- d. Regulation S provides exemptions for offerings that are conducted outside the United States and do not involve the solicitation of US investors, thereby enabling compliance with international securities laws and regulations.

5. Relationship to Lotus Capital Hub LLC:

- a. With the formation of Lotus Capital Hub LLC, the crypto token remains an integral part of the Company's ecosystem and aligns with its business objectives.
- b. The LLC assumes responsibility for overseeing the token's continued development, utilization, and integration within the Lotus Capital Hub platform.
- c. In conjunction with legal counsel, Lotus Capital Hub LLC will diligently assess the token's classification and ensure compliance with all applicable securities laws, including any necessary exemptions under Regulation S or other relevant regulations.

6. Classification of the Lotus Capital Hub Crypto Token:

- a. The Lotus Capital Hub crypto token is considered a continued asset of Lotus Capital Hub LLC, reflecting its importance within the Company's ecosystem.
- b. In the event that the token is deemed a security, Lotus Capital Hub LLC classifies it as a non-voting security within the context of the Decentralized Autonomous Organization (DAO).
- c. As a non-voting security, the token represents an ownership interest in the DAO without conferring voting rights or control over the decision-making processes of the organization.
- d. Lotus Capital Hub LLC is committed to upholding the principles of decentralization and ensuring that token holders' rights and interests are protected within the bounds of the applicable legal framework.

7. Responsible Investing:

- a. Lotus Capital Hub strongly encourages potential token buyers to exercise responsible investing practices.
- b. It is advised that individuals only invest an amount they can afford to lose and that they carefully evaluate the value of the project or Lotus Capital Hub based on their own assessment and understanding.
- c. Lotus Capital Hub does not engage in any practices that pressure or manipulate individuals into purchasing the tokens.
- d. The decision to invest in the Lotus Capital Hub crypto token should be based on an individual's independent evaluation and belief in the potential of the project.

8. Transparent Communication:

- a. Lotus Capital Hub is committed to transparent communication with token holders and the wider community.
- b. The Company provides regular updates and disclosures regarding the progress of the project, key milestones, and any material information that may impact the value or prospects of the Lotus Capital Hub crypto token.
- c. Open channels of communication, such as official announcements, social media platforms, and community forums, are maintained to foster a transparent and inclusive environment.

9. Risk Disclosure:

- a. Lotus Capital Hub recognizes that all investments come with inherent risks.
- b. The Company provides clear and prominent risk disclosures, highlighting potential risks associated with the Lotus Capital Hub crypto token, including market volatility, regulatory changes, technological risks, and other factors that may impact the token's value.
- c. Potential token buyers are encouraged to carefully review the risk disclosures and seek independent financial advice before making any investment decisions.

10. Decentralized Nature, Token Accessibility, and Access Restrictions:

- a. Lotus Capital Hub LLC acknowledges that the decentralized nature of the blockchain network on which the Lotus Capital Hub crypto token operates allows for unrestricted token transactions by anyone.
- b. While the token's decentralized design enables individuals to freely buy and sell tokens without the need for intermediaries, Lotus Capital Hub LLC has implemented certain measures to restrict access and knowledge of the token.
- c. To ensure compliance with relevant regulations and legal requirements, Lotus Capital Hub LLC restricts access to its website from the United States, indicating that the token is not intended for purchase or participation by US citizens and or US businesses.
- d. Additionally, Lotus Capital Hub LLC has taken steps to provide information and resources primarily in Mandarin, recognizing that Chinese/Mandarin is the primary language of China and reinforcing the Company's focus on the Hong Kong market as a part of China.
- e. These access restrictions and the emphasis on Mandarin serve to align Lotus Capital Hub LLC's operations with its primary objective of serving as an investment vehicle for entering the Hong Kong market.

11. Token Security and Risks:

- a. Lotus Capital Hub LLC recognizes the importance of token security and has undertaken measures to ensure the integrity of the Lotus Capital Hub crypto token.
- b. As part of this commitment, the token has undergone a comprehensive security audit, which was conducted by reputable third-party auditors. The audit results have confirmed the token's compliance with security best practices.
- c. However, it is essential to acknowledge that, like any digital asset, the Lotus Capital Hub crypto token carries inherent risks.
- d. The cryptocurrency industry has experienced instances of security breaches, hacks, and vulnerabilities in various platforms and protocols. Lotus Capital Hub LLC acknowledges that these risks exist and cannot guarantee absolute protection against such events.
- e. It is crucial for token holders to exercise caution, maintain good security practices, and use reputable wallets and platforms when managing their tokens.
- f. Lotus Capital Hub LLC recommends individuals to stay informed about security practices, follow industry updates, and take necessary precautions to mitigate potential risks associated with the ownership and management of the Lotus Capital Hub crypto token.

12. Taxes and Legal Compliance:

- a. Lotus Capital Hub LLC acknowledges that tax and legal requirements vary across jurisdictions, and it is the responsibility of individual token holders to comply with all applicable laws, regulations, and tax obligations within their respective jurisdictions.
- b. Lotus Capital Hub LLC does not provide legal, financial, or tax advice, and it is not responsible for informing token holders of their specific legal or tax obligations.
- c. Token holders are encouraged to seek independent professional advice from legal, financial, or tax advisors to understand and fulfill their obligations in accordance with the laws and regulations of their jurisdiction.
- d. Lotus Capital Hub LLC disclaims any liability for any consequences arising from a token holder's failure to comply with applicable laws or regulations related to the ownership, transfer, or use of the Lotus Capital Hub crypto token.

13. Token Utility:

- a. With the launch of the IDO (Initial DEX Offering) Platform, the Lotus Capital Hub crypto token serves a crucial utility as a token pairing for future projects launched on the platform. The token can be used to participate in IDOs and acquire newly launched tokens.
- b. Lotus Capital Hub has open-sourced the token's code, making it accessible on our GitHub repository. We actively encourage developers and enthusiasts to explore and contribute to the codebase, fostering a collaborative environment for innovation and development.
- c. In line with our commitment to expansion and embracing new opportunities, Lotus Capital Hub aims to bridge the token onto new blockchain networks. This strategic initiative aims to enhance token accessibility, liquidity, and enable participation in additional decentralized ecosystems beyond the Binance Smart Chain.

14. Transaction Taxes:

- a. When Lotus Capital Hub token holders engage in transactions such as buying, selling, or transferring the token, a transaction tax is applied.
- b. The current transaction tax structure involves a 1% tax, with 1% of the transaction amount added to the liquidity pool, contributing to the overall liquidity of the token on the Binance Smart Chain.
- c. Additionally, another 1% of the transaction amount is added to the wallet address 0x6A4b989bc9bf834543827E4dF011BD6CD91db949. These funds are considered a form of transaction tax and can be utilized by the project for operational and marketing expenses.
- d. However, Lotus Capital Hub LLC has made a conscious decision not to use the funds generated from the token for profit for a considerable period. This decision aims to prevent any misinterpretation or regulatory concerns regarding the token's classification as a security.
- e. The funds generated through transactions will primarily be used for token buybacks and burn, which contribute to token price stability and demonstrate the company's commitment to supporting the token's value.
- f. Additionally, the funds may be utilized for other operational expenses, such as covering blockchain gas fees required for executing transactions on the Binance Smart Chain network.
- g. It's important to note that the initial intention was to set the transaction tax to 1% with the entire amount allocated to the liquidity pool and 0% allocated to the marketing wallet.

- h. However, during the implementation of this tax structure, issues arose with the token contract, resulting in disruptions to the functionality of trading on the token.
- i. To ensure the smooth functioning of the token and trading activities, the decision was made to reinstate a 1% transaction tax on the marketing wallet. As a result, the tax allocation is now divided into 1% for the liquidity pool and 1% for the marketing wallet.

IDO LAUNCHPAD AND REGULATORY CONSIDERATIONS

a. IDO Launchpad Overview:

The IDO Launchpad is a core feature of Lotus Capital Hub, designed to support companies in fundraising capital on the blockchain. It operates as a clone of PancakeSwap, utilizing connected smart contracts deployed on the Binance Smart Chain (BNB Chain).

b. No Previous IDO Launches:

Lotus Capital Hub has not conducted any IDO launches on its platform to date. However, in 2022, the platform was in the process of supporting a startup called realfi.co in their fundraising efforts before they decided to discontinue the campaign.

c. Suspension of Development:

Due to unforeseen circumstances and market challenges in 2022, realfi.co made the decision to discontinue their fundraising efforts. In response, Lotus Capital Hub temporarily suspended further development of the project, awaiting more favorable market conditions.

d. Importance of Regulatory Developments:

During the suspension period, the founder of Lotus Capital Hub recognized the significance of regulatory developments within the cryptocurrency space. Dealing with scammers and criminals underscored the need for regulations to ensure smooth operations and provide accountability for wrongdoings.

e. Focus on Hong Kong:

The founder always had the ambition to launch Lotus Capital Hub in Hong Kong. With the clear definition of crypto regulations by Hong Kong in 2023, the project resumed development and placed emphasis on obtaining regulatory licenses to operate in desired key markets of interest.

f. Restriction of US Citizens and Businesses:

Lotus Capital Hub explicitly states that it has no intention to engage with or cater to United States citizens or businesses. This aligns with the previously mentioned participation restrictions.

g. Implementation of KYC/AML:

To establish a secure and trusted environment, Lotus Capital Hub has implemented a Know Your Customer (KYC) and Anti-Money Laundering (AML) process on its platform. This measure, which is relatively rare in the decentralized crypto space, acts as a gatekeeping mechanism to prevent bad actors from utilizing the platform.

LOTUS CAPITAL HUB ON DHEDGE.ORG

Lotus Capital Hub has launched a trading pool on dhedge.org, accessible at <https://app.dhedge.org/vault/0x279ed0621cdcea8f1bcf8972a4bdc068bd2994f4>. This collaboration leverages the decentralized nature of dhedge.org to provide an opportunity for users to participate in the trading pool.

a. Funding the Trading Pool:

Approximately \$135 of the funds generated from the marketing tax on the Lotus Capital Hub token were allocated to launch and support the trading pool on dhedge.org. The pool aims to generate returns through strategic trading activities.

b. Inclusive Access:

Due to the decentralized nature of dhedge.org, anyone can join the trading pool and participate in its activities. However, it is important to note that Lotus Capital Hub explicitly states that it does not cater to the interests of United States citizens. Thus, participation from U.S. citizens and businesses is strictly discouraged, and they are advised against registering with our dhedge.org product.

c. Regulatory Considerations:

Lotus Capital Hub operates under specific exemptions provided by the U.S. Securities and Exchange Commission (SEC) to avoid the need for registration. By acting as a private fund advisor and ensuring that all funds managed by the trading pool are from non-U.S. sources and not derived from U.S. citizens, Lotus Capital Hub remains compliant with SEC regulations.

d. Revenue Generation and Current Stance:

While the product on dhedge.org was initially created as a potential revenue source for Lotus Capital Hub, given the complex market conditions in 2022, the company does not currently seek to profit from its involvement with dhedge.org. Instead, Lotus Capital Hub is considering conducting a buyback and burn of the Lotus Capital Hub token. This initiative aims to support the token's price and reward token holders for their loyalty during challenging times.

e. Transparency and Public Display:

Lotus Capital Hub is pleased to utilize dhedge.org as it enables the company to showcase the trading of funds in a transparent and public manner. The platform allows anyone to observe and monitor the trading activities, providing a level of visibility and accountability.

LIMITATION OF LIABILITY

By utilizing any product or service offered by Lotus Capital Hub, it is important to understand and acknowledge the limitation of liability imposed on the founders and team members. Lotus Capital Hub strives to provide reliable and secure solutions; however, certain factors and risks are beyond the control of the company. Therefore, the following points outline the limitations of liability:

a. No Guarantee of Outcome:

Lotus Capital Hub does not guarantee any specific outcomes or results from using its products or services. The performance of cryptocurrencies, trading pools, and other financial instruments can be highly volatile and subject to various market conditions. Users are solely responsible for their investment decisions and bear the associated risks.

b. No Financial or Legal Advice:

Lotus Capital Hub does not provide financial, investment, or legal advice. The information and materials presented by the company are for informational purposes only. Users should conduct their own research, seek independent advice, and make informed decisions based on their individual circumstances.

c. Third-Party Risks:

Lotus Capital Hub may interact and collaborate with third-party platforms, projects, or services. While the company undertakes due diligence to select reliable partners, it cannot be held liable for the actions, performance, or security of third-party entities. Users are advised to exercise caution and evaluate the risks associated with engaging with external parties.

d. No Liability for Losses:

Lotus Capital Hub, its founders, and team members shall not be held liable for any direct, indirect, incidental, consequential, or any other losses or damages incurred by users. This includes financial losses, lost profits, data breaches, interruptions of service, or any other adverse effects resulting from the use of Lotus Capital Hub's products or services.

e. User Responsibility:

Users are responsible for safeguarding their personal information, securing their wallets, and implementing appropriate security measures. Lotus Capital Hub shall not be responsible for any losses resulting from the user's failure to protect their accounts or take adequate security precautions.

f. Dispute Resolution:

In the event of any disputes or claims arising from the use of Lotus Capital Hub's products or services, users agree to resolve such matters through arbitration or alternative dispute resolution methods, as outlined in the applicable terms and conditions.

By utilizing Lotus Capital Hub's products or services, users accept and agree to these limitations of liability. It is essential to carefully review and understand the terms and conditions provided by Lotus Capital Hub before engaging with any of its offerings.

Certainly! Here's an updated version of the section that includes indemnification for any future products and services offered by Lotus Capital Hub:

INDEMNIFICATION

a. By using any product or service provided by Lotus Capital Hub, you acknowledge and agree to indemnify, defend, and hold harmless Lotus Capital Hub, its founders, team members, and affiliates from any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney fees) incurred by Lotus Capital Hub as a result of your use of the products or services.

b. You agree to indemnify Lotus Capital Hub against any claims or legal actions arising from your violation of these Terms and Conditions, any applicable laws or regulations, or the rights of any third party.

c. This indemnification obligation extends to any claims or damages arising out of or related to your use of the Lotus Capital Hub platform, including but not limited to the IDO Launchpad, the Lotus Capital Hub token, the dHEDGE pool on dhedge.org, and any future products and services offered by Lotus Capital Hub.

d. Lotus Capital Hub shall have the right to participate in the defense of any claim for which you are required to indemnify Lotus Capital Hub, and you agree to provide full cooperation and assistance in any such defense.

e. It is important to note that Lotus Capital Hub and its team members make no representations or warranties regarding the performance, stability, or profitability of any products or services offered. You acknowledge that the use of cryptocurrencies and decentralized finance platforms carries inherent risks, and you assume full responsibility for your actions and decisions.

f. This indemnification clause shall survive the termination or expiration of any agreements or relationships between you and Lotus Capital Hub.

ACCURACY OF INFORMATION

- a. Lotus Capital Hub has made every effort to ensure that the information communicated or written by the company, including this document, is accurate and reliable. All statements, facts, and figures presented are believed to be true and have been provided to the best of our knowledge and abilities. However, it is possible that errors, omissions, or inaccuracies may unintentionally occur.
- b. Lotus Capital Hub acknowledges that the dynamic nature of the crypto industry and regulatory landscape may result in changes that can impact the accuracy of the information provided. In such cases, Lotus Capital Hub is committed to rectifying any errors or inaccuracies in future documents and communications.
- c. The information presented in this document and any other communications from Lotus Capital Hub represent the company's intentions, plans, and beliefs at the time of drafting or communication. It should be noted that future developments, market conditions, or regulatory changes may require updates or modifications to the information provided. Lotus Capital Hub remains dedicated to ensuring the accuracy of its communications and will strive to provide the most up-to-date and reliable information to its stakeholders.

FORWARD-THINKING STATEMENTS

- a. This document, as well as any communications originating from Lotus Capital Hub LLC, its founders, and members, may include forward-thinking statements. These statements are made with the best intentions and reflect current beliefs, expectations, and projections regarding future events or developments.
- b. It should be noted that forward-thinking statements inherently involve risks and uncertainties. The actual outcomes or results may differ materially from those expressed or implied in these statements due to various factors beyond the control of Lotus Capital Hub LLC, including but not limited to changes in market conditions, regulatory developments, technological advancements, or unforeseen challenges.
- c. Lotus Capital Hub LLC and its representatives cannot guarantee the accuracy, completeness, or reliability of forward-thinking statements. Stakeholders and readers are cautioned not to place undue reliance on these statements. Forward-thinking statements are made as of the date of this document, and Lotus Capital Hub LLC undertakes no obligation to update or revise any such statements as a result of new information, future events, or otherwise, unless required by applicable laws or regulations.
- d. The forward-thinking statements presented in this document and other communications from Lotus Capital Hub LLC should be viewed in the context of the inherent uncertainties

and potential risks associated with the crypto industry. While Lotus Capital Hub LLC aims to provide accurate and insightful information, it is possible that unforeseen events or changes may impact the accuracy or validity of previously expressed statements.

e. Stakeholders are encouraged to conduct their own research, analysis, and due diligence before making any investment decisions or relying on forward-thinking statements provided by Lotus Capital Hub LLC. The company and its representatives disclaim any liability for reliance on forward-thinking statements that may be affected by future events or factors beyond their control.

FORCE MAJEURE

a. Lotus Capital Hub LLC acknowledges that unforeseen circumstances and events beyond its control may occur, which could prevent or hinder the performance of certain obligations outlined in this document. Such circumstances or events may include but are not limited to acts of nature, war, civil unrest, governmental actions, labor disputes, technical failures, or any other event commonly referred to as force majeure.

b. In the event of force majeure, Lotus Capital Hub LLC and its representatives shall not be held liable for any failure or delay in the performance of obligations outlined in this document. The affected party shall be excused from such obligations to the extent that they are prevented or delayed by force majeure.

c. Lotus Capital Hub LLC will make reasonable efforts to mitigate the impact of force majeure events and resume normal operations as soon as practicable. However, the exact timing and duration of any force majeure event cannot be guaranteed, and Lotus Capital Hub LLC shall not be liable for any losses, damages, or inconveniences arising from such events.

d. In the event of force majeure, Lotus Capital Hub LLC may provide timely notice to affected parties, stakeholders, or investors, outlining the nature of the event, its impact, and any necessary adjustments or modifications to business operations. Such notice shall be made in accordance with applicable laws, regulations, and contractual obligations.

e. Force majeure events and their impact on Lotus Capital Hub LLC and its operations shall be evaluated on a case-by-case basis. The company shall exercise good faith and best efforts to minimize disruption, communicate effectively with stakeholders, and take appropriate measures to address the situation in a manner consistent with applicable laws and regulations.

f. It is important for stakeholders to understand that force majeure events are unforeseeable and beyond the control of Lotus Capital Hub LLC. As such, the company and its representatives shall not be held responsible or liable for any losses, damages, or

inconveniences resulting from force majeure events and their impact on the company's operations.

g. Any party affected by a force majeure event shall be entitled to seek appropriate remedies or relief as may be available under applicable laws, regulations, or contractual provisions.

SEVERABILITY

a. The severability clause applies to all actions, contracts, agreements, communications, and transactions undertaken by Lotus Capital Hub LLC, its founders, shareholders, and any affiliated entities or individuals associated with Lotus Capital Hub.

b. If any provision of any action, contract, agreement, communication, or transaction is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable. If modification is not possible, such provision shall be severed from the action, contract, agreement, communication, or transaction, and the remaining provisions shall continue in full force and effect.

c. The severability clause is included to safeguard the enforceability of all actions, contracts, agreements, communications, and transactions undertaken by Lotus Capital Hub LLC. It ensures that the impact of any invalidity or unenforceability is minimized, and that the actions, contracts, agreements, communications, and transactions as a whole remain effective.

d. In the event of severance of a provision in any action, contract, agreement, communication, or transaction, Lotus Capital Hub LLC, its founders, shareholders, and affiliated entities or individuals shall negotiate in good faith to replace the severed provision with a valid and enforceable provision that reflects the original intent as closely as possible.

e. The severability of any provision shall not affect the validity or enforceability of any other provisions in any action, contract, agreement, communication, or transaction undertaken by Lotus Capital Hub LLC, unless such invalidity or unenforceability substantially affects the rights or obligations of the parties.

f. Lotus Capital Hub LLC, its founders, shareholders, and affiliated entities or individuals intend for the remaining provisions of all actions, contracts, agreements, communications, and transactions to remain in effect and enforceable, and they expressly waive any provision of law that renders any provision of such actions, contracts, agreements, communications, or transactions prohibited, invalid, or unenforceable in any respect.

SUSPICION OF CRIMINAL ACTIVITIES

- a. Lotus Capital Hub LLC is committed to maintaining the integrity of its operations, platforms, products, and services. In the event that Lotus Capital Hub, its founders, shareholders, or any affiliated individuals or entities suspect or have reasonable grounds to believe that any party, whether internal or external, is engaged in criminal activities, Lotus Capital Hub reserves the right to take necessary actions to protect its interests and the interests of its stakeholders.
- b. Such actions may include, but are not limited to, suspending communications with the suspected party, restricting or revoking their access to Lotus Capital Hub's platforms, products, and services, and holding any funds or assets associated with the suspected party.
- c. Lotus Capital Hub recognizes the importance of cooperation with relevant government agencies to combat criminal activities in the crypto industry. Therefore, if Lotus Capital Hub suspects or has reasonable grounds to believe that criminal activity is occurring, it will work in collaboration with the appropriate government authorities, providing them with any necessary information and cooperating fully in their investigations.
- d. Lotus Capital Hub's commitment to identifying and reporting criminal activities is in line with its dedication to maintaining a safe and compliant environment for its stakeholders. By taking swift and appropriate action, Lotus Capital Hub aims to protect the interests of its clients, users, and the broader community, while also fulfilling its responsibilities as a responsible business entity.
- e. The decision to suspend communications, restrict access, or hold funds of a suspected party will be made in good faith, based on reasonable grounds and in compliance with applicable laws and regulations.

AMENDMENTS

- a. The purpose of this document is to provide greater clarity on the operating agreement of Lotus Capital Hub LLC as a DAO (Decentralized Autonomous Organization). It is important to note that this document may be the first of many that will be written to further clarify and enhance the understanding of the operating agreement of Lotus Capital Hub LLC.
- b. Amendments to this document or any subsequent documents related to the operating agreement may be necessary over time to accommodate changes in regulations, market conditions, or the evolving nature of Lotus Capital Hub's operations. These amendments aim to ensure that the operating agreement remains relevant, effective, and aligned with the goals and objectives of Lotus Capital Hub.

c. Any amendments made to this document or subsequent documents will be undertaken with due consideration and in compliance with applicable laws and regulations. Lotus Capital Hub LLC, its founders, shareholders, and members are committed to transparent communication and will strive to notify stakeholders of any significant amendments or updates to the operating agreement in a timely manner.

d. It is important for stakeholders to review any amendments or updated documents to stay informed about changes that may impact their rights, obligations, or the overall functioning of Lotus Capital Hub LLC. Stakeholders are encouraged to seek legal advice or consult with relevant professionals to ensure a comprehensive understanding of the operating agreement and any amendments that may arise.

e. Lotus Capital Hub LLC acknowledges that the DAO framework allows for continuous improvements and adaptation to meet the evolving needs of its stakeholders. Therefore, amendments should be seen as a positive and proactive step towards enhancing the governance, transparency, and effectiveness of Lotus Capital Hub as a DAO.

f. The process for proposing and implementing amendments will be determined and outlined within the operating agreement, ensuring that proper procedures are followed and stakeholder input is considered.

DIGITAL DOCUMENT AND BLOCKCHAIN TECHNOLOGY

a. 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.

b. The digital signatures affixed to this document 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.

c. 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.

DISPUTE RESOLUTION PROCESS

a. 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, Lotus Capital Hub LLC follows the following dispute resolution process:

1. Negotiation: The parties shall make every effort 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.

b. The parties acknowledge and agree that this dispute resolution process applies to all aspects of Lotus Capital Hub LLC's operations, communications, and agreements. It is a condition precedent to the initiation of any legal or arbitration proceedings. The purpose of this process is to promote fair and efficient dispute resolution while preserving 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.

c. 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.

d. 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 Lotus Capital Hub LLC's operations and agreements. It ensures a prompt and cost-effective resolution without resorting to lengthy and costly litigation.

SIGNATURE

By signing below, I, Stefan Paul Carter, hereby acknowledge that I have reviewed and understand the contents of this document, including the Operating Agreement and all related

**EXPANSION DOCUMENT ON LLC OPERATING AGREEMENT, Page
18 of 18**

sections. I affirm that the information provided in this document is true and accurate to the best of my knowledge.

I further acknowledge that this document serves as an expansion and clarification of the operating agreement of Lotus Capital Hub LLC, and it represents the intentions, plans, and beliefs of the company at the time of its drafting.

I hereby signify my agreement and acceptance of the terms and conditions outlined in this document, including all clauses, provisions, and agreements set forth herein.

Stefan Paul Carter
Date: 10/06/2023