

CERTIFICATE OF INCUMBENCY

Definitions and Interpretation

In this Certificate of Incumbency, the following terms and definitions shall apply:

1. **Founder & CEO:** Refers to the individual holding the position of Founder & CEO of Lotus Capital Hub LLC (the "Corporation"), as identified by the wallet address 0x6A4b989bc9bf834543827E4dF011BD6CD91db949.
2. **Corporation:** Refers to Lotus Capital Hub LLC, a corporation incorporated under the laws of the State of Delaware, United States of America, on 09/06/2023.
3. **By-Laws:** Refers to the official rules and regulations governing the operations and management of the Corporation.
4. **State of Incorporation:** Refers to the State of Delaware, United States of America, where the Corporation is legally incorporated.
5. **Contract Address:** Refers to the specific contract address on the Polygon blockchain, located at <https://rarible.com/token/polygon/0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E:325>.
6. **Registration Number:** Refers to the unique registration number assigned to the Corporation, which is 325.
7. **Registered Offices:** Refers to the official business address of the Corporation, located at 108 West 13th Street, Wilmington, County of New Castle, Delaware 19801.
8. **Authorized Capital:** Refers to the total amount of capital authorized for the Corporation, which is \$80.
9. **Directors:** Refers to the individuals appointed to the position of Directors of the Corporation, as of 09/06/2023, including Stefan Paul Carter of 16.17, Vinhomes Grandpark, Ho Chi Minh City, Vietnam.
10. **Genuine Signatures:** Refers to the authentic and valid signatures of the individuals listed in this Certificate, confirming their acceptance and agreement with the contents stated herein.

These definitions shall be applicable throughout this Certificate and shall aid in its interpretation and understanding.

INTRODUCTION

This Certificate of Incumbency ("Certificate") is hereby executed to certify the current status and composition of Lotus Capital Hub LLC (the "Corporation"), a limited liability series of Otoco de LLC, incorporated under the laws of the State of Delaware, United States of America. This Certificate serves to authenticate the appointment of key individuals, including directors, officers, and shareholders, and confirms their authority to act on behalf of the Corporation. It also provides pertinent details regarding the Corporation's formation, authorized capital, and registered offices. By virtue of this Certificate, the Corporation hereby attests to the accuracy and validity of the information contained herein.

DIGITAL DOCUMENT AND BLOCKCHAIN TECHNOLOGY

This Certificate of Incumbency 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.

Certification of Corporate Details and Officer Appointments

I,0x6A4b989bc9bf834543827E4dF011BD6CD91db949, being the Founder & CEO of Lotus Capital Hub LLC (*the "Corporation"*), a corporation incorporated under the laws of the State of Delaware, United States of America, 09/06/2023, do hereby certify as follows:

1. That I am the duly elected and qualified Founder & CEO of the Corporation.
2. That pursuant to the Corporation's By-Laws, I have the power and authority to execute this certificate on behalf of the Corporation.
3. That the Corporation was incorporated under the laws of the State of Delaware, United States of America on 09/06/2023.
4. The Corporation is a limited liability series of Otoco de LLC, with contract address <https://rarible.com/token/polygon/0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E:325>, with registration number 325 and with its registered offices at 108 West 13th Street, Wilmington, County of New Castle, Delaware 19801.
5. The authorized capital of the Corporation is \$80 divided into 1,000,000 shares of no par value.
6. **Stefan Paul Carter of 16.17,Vinhomes Grandpark, Ho Chi Minh City, Vietnam**, were appointed Directors of the Corporation on 09/06/2023, as at the date of this Certificate, this appointment remains in full effect.

7. That from my examination of the minute book and other pertinent records of the Corporation in my possession, and of my own knowledge, the following individuals were designated and appointed to the offices listed below and hold these offices at the time of signing.

8. That the signatures opposite the names below are genuine signatures

NAME	TITLE	SIGNATURE
Stefan Paul Carter	Stefan Carter	Stefan Paul Carter

I also certify that the appointed Officer, by virtue of the authority delegated by the Board of Directors of the Corporation, is authorized to act on behalf of the Corporation by representing the "*Corporation*" with general powers in all acts, deeds, matters, rights, privileges and powers herein described: to vote for, to resolve and/or to sign instruments, documents and/or minutes of meetings in connection with any matter relating to the "*Corporation*", including, but not limited to (a.) approve the management's yearly accounts, balance sheets, financial statements and audit reports; (b.) appoint, dismiss or replace any officer; and (c.) grant special authorizations to other Company's managers, in accordance with its corporate documents.

I also certify that the undersigned are the Directors of the Corporation and that the signatures opposite their names are genuine signatures.

NAME	SIGNATURE
Stefan Paul Carter	<u>Stefan Paul Carter</u>

I also certify that the undersigned are the Shareholders of the Corporation and that the signatures opposite their names are genuine signatures.

NAME	SHARES HELD
Stefan Paul Carter	1,000,000

Governing Law and Jurisdiction

This Certificate of Incumbency shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America. All matters relating to the interpretation, validity, and enforcement of this Certificate, including any disputes arising out of or in connection with its provisions, shall be subject to the exclusive jurisdiction and venue of the courts located in Wilmington, Delaware. The parties hereby consent to the personal jurisdiction of such courts and waive any objection to the laying of venue in any such court or to the convenience of the forum. Any legal action or proceeding arising under or in connection with this Certificate shall be conducted in the English language.

The choice of governing law and jurisdiction as specified above is intended to provide a clear and mutually agreed framework for the resolution of any disputes that may arise in connection with this Certificate. The selected jurisdiction and venue are deemed appropriate and convenient

for the Corporation and all parties involved, ensuring efficient and effective resolution of any issues in a fair and impartial manner.

Dispute Resolution Process

In the event of any dispute, controversy, or claim arising out of or relating to this Certificate of Incumbency, 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.

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 Certificate, ensuring a prompt and cost-effective resolution without resorting to lengthy and costly litigation.

Indemnification

The Corporation shall indemnify, to the fullest extent permitted by law, its directors, officers, and shareholders (collectively referred to as the "Indemnified Parties") against all expenses, liabilities, damages, judgments, fines, penalties, settlements, and costs (including reasonable attorneys' fees and disbursements) incurred by or imposed upon the Indemnified Parties in connection with any threatened, pending, or completed action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative (collectively referred to as "Claims"), to the extent such Claims arise out of or relate to the Indemnified Parties' acts or omissions in their respective roles within the Corporation.

The Corporation's commitment to indemnify the Indemnified Parties shall extend to any and all Claims, including those initiated by third parties, arising out of the Indemnified Parties' good faith actions, decisions, or conduct performed in the best interests of the Corporation and in accordance with applicable laws, regulations, and the Corporation's governing documents.

The indemnification provided under this provision shall apply to expenses incurred in defending any proceeding, whether or not such proceeding is brought by or in the right of the Corporation, and shall include any appeals thereof. The right to indemnification under this provision shall not be exclusive of any other rights to which the Indemnified Parties may be entitled under the Corporation's By-Laws, any agreement, any vote of shareholders or disinterested directors, the Act, or otherwise.

The determination of the entitlement to indemnification and the reasonableness of expenses to be indemnified under this provision shall be made by the Corporation's Board of Directors in accordance with applicable law. If a majority of the directors, who are not parties to the proceeding in question, determines in good faith that indemnification is proper under the circumstances, the Indemnified Parties shall be entitled to indemnification to the fullest extent permitted by law.

The indemnification rights provided under this provision shall continue as to an Indemnified Party who has ceased to serve in their respective roles with the Corporation and shall inure to the benefit of the heirs, executors, and administrators of such Indemnified Party.

It is expressly understood that the provisions of this indemnification clause are intended to be interpreted and applied to the fullest extent permitted by law. In the event that any provision or portion of this clause is determined to be invalid, illegal, or unenforceable, the remaining provisions or portions shall remain in full force and effect to the extent permitted by law.

The indemnification rights and obligations set forth in this provision shall survive any termination, amendment, or repeal of this Certificate of Incumbency.

Amendment and Termination

1. Amendment

(a) The Certificate of Incumbency may be amended or modified by a written agreement executed by the Corporation's Founder & CEO and approved by the Corporation's Board of Directors. Any proposed amendment shall be submitted to the Board of Directors for review and consideration. The amendment shall be deemed effective upon the date of execution by the Founder & CEO, unless otherwise specified in the amendment.

(b) The Corporation's Founder & CEO may propose amendments to the Certificate of Incumbency to reflect changes in the Corporation's structure, operations, or other relevant circumstances. The Board of Directors shall review and evaluate the proposed amendments and, if deemed appropriate, approve them in accordance with the Corporation's By-Laws and applicable laws.

(c) Upon approval of an amendment by the Board of Directors, the Founder & CEO shall ensure that all necessary filings, registrations, or notifications are made with the appropriate authorities or entities, as required by law.

2. Termination

(a) The Certificate of Incumbency may be terminated by a written agreement executed by the Corporation's Founder & CEO and approved by the Corporation's Board of Directors. Any proposed termination shall be submitted to the Board of Directors for review and consideration. The termination shall be deemed effective upon the date of execution by the Founder & CEO, unless otherwise specified in the termination agreement.

(b) The termination of the Certificate of Incumbency may be considered in circumstances such as, but not limited to, the dissolution, merger, acquisition, or reorganization of the Corporation, as determined by the Board of Directors and in accordance with applicable laws and regulations.

(c) Upon termination, the Founder & CEO shall ensure that all necessary filings, registrations, or notifications are made with the appropriate authorities or entities, as required by law.

3. Notice

(a) Any proposed amendment or termination of the Certificate of Incumbency shall be communicated to the Corporation's Directors and Shareholders in writing. Notice of the proposed amendment or termination shall be provided to each Director and Shareholder, stating the purpose and effect of the proposed change, and the date of the meeting at which the proposed change will be discussed and voted upon.

(b) The Corporation's Directors and Shareholders shall have the opportunity to review and discuss the proposed amendment or termination at the designated meeting. A vote shall be held, and the proposed change shall require the approval of the majority of the Directors and Shareholders present at the meeting.

(c) Following the approval of an amendment or termination, the Founder & CEO shall provide written notice to all relevant parties, including the Corporation's Directors, Shareholders, and any other individuals or entities affected by the change.

4. Severability

In the event that any provision or portion of this Amendment and Termination clause is determined to be invalid, illegal, or unenforceable, the remaining provisions or portions shall remain in full force and effect to the extent permitted by law.

5. Governing Law

This Amendment and Termination clause shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America.

6. Entire Agreement

The provisions of this Amendment and Termination clause constitute the entire agreement between the parties with respect to the amendment and termination of the Certificate of Incumbency and supersede any prior discussions, agreements, or understandings, whether written or oral, relating to such matters.

7. Execution

This Amendment and Termination clause shall be executed by the Corporation's Founder & CEO and kept on record with the Corporation's official documents.

8. Effective Date

This Amendment and Termination clause shall be effective as of the date of execution by the Founder & CEO, unless otherwise specified in the amendment or termination agreement.

Confidentiality

1. Obligation of Confidentiality

(a) Directors, officers, and shareholders of the Corporation (hereinafter referred to as "Confidentiality Obligors") shall maintain the strictest confidentiality and shall not disclose any confidential or proprietary information of the Corporation to any third party, except as required by law or authorized in writing by the Corporation.

(b) Confidentiality Obligors shall exercise the utmost care and diligence in safeguarding and protecting the Corporation's confidential information. They shall not use the confidential information for any purpose other than in connection with their roles and responsibilities within the Corporation.

(c) Confidentiality Obligors shall ensure that all confidential information received or accessed by them is kept secure and protected from unauthorized disclosure or use. They shall take all reasonable measures to prevent the unauthorized access, use, or dissemination of confidential information.

2. Definition of Confidential Information

(a) Confidential information includes, but is not limited to, trade secrets, business plans, financial information, intellectual property, customer lists, marketing strategies, technology, software, know-how, and any other information that is not generally known to the public and that gives the Corporation a competitive advantage.

(b) The obligation of confidentiality shall continue during the term of the Confidentiality Obligors' relationship with the Corporation and shall survive any termination, resignation, or expiration of their roles within the Corporation.

3. Exceptions to Confidentiality Obligations

The obligations of confidentiality shall not apply to any information that:

- (a) Was already in the public domain at the time of disclosure or subsequently becomes part of the public domain through no fault of the Confidentiality Obligors;
- (b) Was lawfully obtained from a third party without any obligation of confidentiality;
- (c) Was independently developed by the Confidentiality Obligors without reference to or use of the Corporation's confidential information;
- (d) Must be disclosed pursuant to a court order or governmental requirement, provided that the Confidentiality Obligors shall notify the Corporation promptly and cooperate in seeking a protective order or other appropriate remedies.

4. Remedies for Breach

- (a) Any breach of the confidentiality obligations set forth in this clause shall be considered a material breach of the Agreement and may result in legal action and remedies, including injunctive relief and monetary damages.
- (b) In the event of a breach, the Corporation may seek an injunction to prevent further disclosure or use of its confidential information. The Confidentiality Obligor shall be responsible for any damages caused by the breach, including but not limited to financial losses, reputational damage, and legal expenses.

5. Survival

The obligations of confidentiality set forth in this clause shall survive the termination, resignation, or expiration of the Confidentiality Obligors' relationship with the Corporation.

6. Governing Law

This Confidentiality clause shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America.

7. Entire Agreement

The provisions of this Confidentiality clause constitute the entire agreement between the parties with respect to the confidentiality of the Corporation's information and supersede any prior discussions, agreements, or understandings, whether written or oral, relating to such matters.

8. Execution

This Confidentiality clause shall be acknowledged and agreed upon by all directors, officers, and shareholders of the Corporation, and shall be kept on record with the Corporation's official documents.

9. Effective Date

This Confidentiality clause shall be effective as of the date of execution by the directors, officers, and shareholders, and shall remain in effect until terminated in accordance with its terms or by mutual agreement of the parties.

Force Majeure

1. Definition

(a) For the purposes of this Agreement, "Force Majeure Event" refers to any event or circumstance beyond the reasonable control of the Corporation, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, government actions, pandemics, epidemics, or any other event that makes the performance of contractual obligations impossible, impracticable, or commercially unreasonable.

2. Effect of Force Majeure Event

(a) In the event of a Force Majeure Event, the Corporation shall be temporarily excused from the performance of its contractual obligations to the extent that they are affected by the Force Majeure Event.

(b) The Corporation shall promptly notify the other party in writing of the occurrence of a Force Majeure Event, specifying the nature of the event, its expected duration, and the obligations that are affected.

(c) The Corporation shall make reasonable efforts to mitigate the effects of the Force Majeure Event and resume the performance of its obligations as soon as practicable.

3. Rights and Responsibilities

(a) During the occurrence of a Force Majeure Event, the Corporation shall not be liable for any failure or delay in the performance of its obligations directly resulting from the Force Majeure Event.

(b) The other party shall have the right to suspend or terminate the affected portion of the Agreement if the Force Majeure Event persists for a prolonged period or makes the performance of the Agreement impossible, provided that the other party provides written notice to the Corporation.

(c) If the Force Majeure Event continues for a period exceeding [insert number of days], either party shall have the right to terminate the Agreement by providing written notice to the other party.

4. Notice and Mitigation

(a) The party invoking the Force Majeure Event shall promptly notify the other party in writing of the occurrence of the Force Majeure Event, the anticipated impact on the performance of the Agreement, and the steps taken to mitigate its effects.

(b) The party invoking the Force Majeure Event shall use reasonable efforts to minimize any delay or disruption caused by the Force Majeure Event and shall resume the performance of its obligations as soon as reasonably possible.

5. Adjustments and Alternative Arrangements

(a) In the event of a Force Majeure Event, the parties shall, in good faith, discuss and agree upon any necessary adjustments to the affected obligations or alternative arrangements to minimize the impact of the Force Majeure Event on the performance of the Agreement.

(b) Any adjustments or alternative arrangements agreed upon by the parties shall be documented in writing and incorporated into the Agreement as an amendment or addendum.

6. Governing Law

This Force Majeure clause shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America.

7. Entire Agreement

The provisions of this Force Majeure clause constitute the entire agreement between the parties with respect to the impact of unforeseen events or circumstances on the performance of the Agreement and supersede any prior discussions, agreements, or understandings, whether written or oral, relating to such matters.

8. Execution

This Force Majeure clause shall be acknowledged and agreed upon by all parties to the Agreement, and shall be kept on record with the official documents of the Corporation.

9. Effective Date

This Force Majeure clause shall be effective as of the date of execution by the parties, and shall remain in effect until termination or expiration of the Agreement.

Appointment Duration

The appointments detailed above, including the appointment of the Founder & CEO and Directors, shall have no fixed or predetermined expiry date, unless otherwise specified in a separate agreement or as required by applicable laws and regulations. The individuals appointed to these positions shall serve in their respective roles for an indefinite duration, subject to the terms and conditions set forth in this Certificate of Incumbency and any applicable laws.

The intention of granting these appointments without an expiry date is to provide stability and continuity in the management and governance of the Corporation. It acknowledges the

confidence and trust placed in the appointed individuals and their ability to fulfill their responsibilities effectively and in the best interests of the Corporation.

However, it is important to note that the Corporation's By-Laws and applicable laws may establish provisions for the removal or replacement of individuals holding these positions under certain circumstances, such as resignation, incapacity, or violation of their duties. Any such removal or replacement shall be conducted in accordance with the procedures outlined in the Corporation's By-Laws and applicable laws.

Furthermore, the Corporation reserves the right to modify or terminate the appointments of individuals detailed in this Certificate of Incumbency in accordance with the provisions set forth in the Amendment and Termination section of this document.

The absence of an expiry date for these appointments does not exempt the appointed individuals from their ongoing obligations, responsibilities, and fiduciary duties towards the Corporation. They are expected to continue to fulfill their roles and responsibilities with due diligence, loyalty, and in accordance with applicable laws, regulations, and the Corporation's governing documents.

It is the responsibility of the Corporation's Board of Directors and Shareholders to periodically assess the performance and suitability of the appointed individuals in their respective roles. In the event that changes to the appointments are deemed necessary or in the best interests of the Corporation, the appropriate procedures outlined in this Certificate of Incumbency and the Corporation's By-Laws shall be followed to effect such changes.

This Appointment Duration section clarifies that the appointments made in this Certificate of Incumbency do not have a fixed expiration date, emphasizing the intent to provide continuity and stability in the management and governance of the Corporation. It also highlights the provisions for potential removal or replacement of individuals and the ongoing obligations and responsibilities they hold.

Acknowledgement of Appointments and Authority

This section acknowledges and affirms the appointments and authority of Stefan Paul Carter, the Founder & CEO of Lotus Capital Hub LLC, as well as the role of the designated manager. It serves as an official recognition of the positions held by Stefan Paul Carter and the Manager within the Corporation. The following statements confirm the validity of these appointments and establish their enduring nature, without a specified expiration date. The signatures provided below further authenticate the acknowledgment of the appointments and the authority entrusted to the designated individuals

Stefan Paul Carter

Stefan Paul Carter

Founder & CEO

<https://rarible.com/token/polygon/0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E:325>

The appointments detailed above have no expiry date.

0x6A4b989bc9bf834543827E4dF011BD6CD91db949 - Manager