

IRREVOCABLE 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 (formerly known as Lotus Capital) (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 TRANSFER OF INTANGIBLE DIGITAL ASSETS

Donor understands and agrees that Donee intends to rely on this Agreement and the transfer of intangible digital assets pledged pursuant hereto for operational purposes and business activities. Such reliance will be to the detriment of Donee absent the enforcement of this Agreement and the transfer set forth herein. It is the express agreement and intention of the parties hereto that this Agreement and the transfer set forth herein be enforceable in contract and supported by due consideration.

TRANSFER OF INTANGIBLE DIGITAL ASSETS:

Donor hereby irrevocably pledges and agrees to transfer ownership of the following intangible digital assets to Lotus Capital Hub LLC upon the execution of this Agreement:

Domain Name: lotuscapitalhub.com

Twitter Account: <https://twitter.com/LotusCapitalHub>

LinkedIn Account: <https://www.linkedin.com/company/lotus-capital-hub/>

OWNERSHIP OF CRYPTO TOKEN AND OFFICIAL PROFILES:

In addition to the intangible digital assets mentioned above, Donor acknowledges that Lotus Capital Hub LLC's crypto token, Lotus Capital or Lotus Capital Hub, is actively tracked and listed on various cryptocurrency tracking websites, including but not limited to CoinMarketCap.com. Donor acknowledges that the official profiles associated with Lotus Capital or Lotus Capital Hub

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on these platforms, including any social media accounts, are considered the property of Lotus Capital Hub LLC. This includes but is not limited to the ownership and control of the accounts linked to Lotus Capital or Lotus Capital Hub on CoinMarketCap.com.

FUTURE ASSETS AND INTELLECTUAL PROPERTY:

In addition to the existing assets mentioned above, Donor and Manager further agree that any future assets, including but not limited to intellectual property, creations, works, or developments, directly related to Lotus Capital Hub LLC and created by its managers, staff, freelancers, and contractors in an official capacity shall be considered the property of Lotus Capital Hub LLC. This includes, but is not limited to, any software, applications, designs, content, or other assets created for or on behalf of the LLC. By pledging these future assets, Donor and Manager acknowledge and affirm that all such creations and developments are the rightful and exclusive property of Lotus Capital Hub LLC, and Donor and Manager shall not assert any ownership rights or claims over them.

Collectively referred to as the Pledge.

PURPOSE AND SCOPE

This agreement seeks to establish a clear understanding regarding the irrevocable pledge of intangible digital assets made by the Donor to support the operations, budget, programming allocations, and future planning of the Donee.

The pledge encompasses the transfer of full ownership and control of the following intangible digital assets to the Donee upon the execution of this Agreement:

- Domain Name: lotuscapitalhub.com
- Twitter Account: <https://twitter.com/LotusCapitalHub>
- LinkedIn Account: <https://www.linkedin.com/company/lotus-capital-hub/>

In addition to these intangible digital assets, the Donor acknowledges that the official profiles associated with Lotus Capital or Lotus Capital Hub on various cryptocurrency tracking websites, including but not limited to CoinMarketCap.com, shall be considered the property of the Donee. This includes any social media accounts linked to Lotus Capital or Lotus Capital Hub on these platforms.

Furthermore, the Donor and Manager, as defined in this Agreement, agree that any future assets, including but not limited to intellectual property, creations, works, or developments, directly related to the Donee and created by its managers, staff, freelancers, and contractors in an official capacity, shall be considered the property of the Donee. This encompasses any software, applications, designs, content, or other assets created for or on behalf of the Donee. By pledging these future assets, the Donor and Manager acknowledge and affirm that all such creations and developments are the rightful and exclusive property of the Donee, and they shall not assert any ownership rights or claims over them.

By pledging the intangible digital assets, the Donor and Manager acknowledge and agree that the Donee will rely on this agreement and the pledged assets for financial planning, budgeting, and expenditure decisions. The Donor and Manager understand 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 intangible digital assets by the Donee will be determined at 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 the Donee and its stakeholders.

The pledge of these intangible digital assets signifies the commitment of the Donor and Manager to support the growth and success of the Donee, and it underscores their recognition of the value and significance of these assets in advancing the objectives of the Donee.

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 intangible digital 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 intangible digital assets. The Donee acknowledges and agrees that it assumes full responsibility and ownership of the pledged intangible digital 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 intangible digital 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 intangible digital assets.

Survival: The provisions of this Release and Indemnification section shall survive the transfer of the pledged intangible digital 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.

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.

RETENTION AND SAFEKEEPING OF INTANGIBLE DIGITAL 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 intangible digital assets reasonably believes that the New Owner may engage in illegal activities or

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actions that could jeopardize the security or integrity of the assets, the Donor retains the right to hold on to the intangible digital 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 intangible digital 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 intangible digital 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 intangible digital 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 intangible digital assets or until a competent legal authority determines the disposition of the assets.

ACCURACY OF INFORMATION

a. The Donee, Lotus Capital Hub LLC, has made every reasonable 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 the Donee's knowledge and abilities. However, it is possible that errors, omissions, or inaccuracies may unintentionally occur.

b. The Donee acknowledges the dynamic nature of the crypto industry and regulatory landscape, which may result in changes that can impact the accuracy of the information provided. In such cases, the Donee 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 the Donee 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. The Donee 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.

d. The Donor acknowledges that the accuracy of information is subject to the limitations and uncertainties inherent in the crypto industry and understands that the Donee may not be held liable for any unintentional errors, omissions, or inaccuracies in the information provided. The Donor is encouraged to independently verify and validate any information of importance to them.

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.

IRREVOCABILITY AND TERMINATION

Irrevocability of Pledge: Both parties acknowledge and agree that this pledge agreement is intended to be irrevocable. Once the assets are transferred from the pledgor to the pledgee, they shall remain under the ownership and control of the pledgee and cannot be revoked, terminated, or reclaimed by the pledgor under any circumstances.

Absence of Termination Clause: It is expressly understood that no termination clause shall be included in this agreement. The parties acknowledge that the pledge created herein shall continue in full force and effect until the fulfillment of the obligations specified in this contract.

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles.

Any dispute, controversy, or claim arising out of or relating to this agreement, including its formation, interpretation, performance, breach, termination, or validity, shall be exclusively settled through arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted in Delaware, USA, and shall be administered by a single arbitrator appointed in accordance with the AAA rules. The language of the arbitration shall be English.

The decision of the arbitrator shall be final and binding upon both parties and shall be enforceable in any court of competent jurisdiction. The prevailing party in any such arbitration or subsequent litigation shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such proceedings.

ACCURACY OF INFORMATION

a. Lotus Capital Hub has taken utmost care to ensure the accuracy and reliability of the information communicated or written by the company, including this document, pertaining to the irreversible pledge of intangible assets. All statements, facts, and figures presented are believed to be true and have been provided to the best of our knowledge and abilities. However, inadvertent errors, omissions, or inaccuracies may occur.

b. Lotus Capital Hub acknowledges that the dynamic nature of the crypto industry and regulatory landscape may lead to 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 communications or addendums specifically related to the irreversible pledge of intangible assets.

c. The information presented in this document and any other communications from Lotus Capital Hub represents the company's intentions, plans, and beliefs at the time of drafting or communication, specifically pertaining to the irreversible pledge of intangible assets. It should be

noted that future developments, market conditions, or regulatory changes may necessitate 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 regarding the irreversible pledge of intangible assets to its stakeholders.

DELIVERY OF IRREVOCABLE PLEDGE

Delivery Method: The Donor acknowledges that the delivery of the Irrevocable Pledge may be made digitally. The Donor agrees that the transmission of the pledge document, including any digital signatures or authentication methods, shall be considered valid and legally binding.

Digital Delivery: The digital delivery of the Irrevocable Pledge shall be made via electronic mail (email) or through a secure online platform as agreed upon by the Parties. The Parties agree that the digitally delivered pledge document shall have the same legal effect as a physical document.

Authentication and Enforceability: The Parties agree to treat the digitally delivered pledge document with the same level of authenticity and enforceability as a physical document. The Donor acknowledges that any digital signatures or authentication methods used in the delivery of the pledge shall be considered valid and legally binding.

Recordkeeping: Both Parties agree to retain electronic copies of the digitally delivered pledge document and any associated communication for recordkeeping purposes.

Governing Law: This clause regarding the digital delivery of the Irrevocable Pledge shall be governed by the laws of the State of Delaware, USA, without regard to its conflict of laws principles.

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 LLC, its founders, team members, and affiliates from any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney fees) incurred by Lotus Capital Hub LLC as a result of your use of the products or services.
- b. You agree to indemnify Lotus Capital Hub LLC 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 irreversible pledge of intangible digital assets, 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 LLC.

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

e. It is important to note that Lotus Capital Hub LLC 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 LLC.

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 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.

ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits hereto, constitutes the entire agreement between the Donor and the Recipient with respect to the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether oral or written. Any additional or conflicting terms proposed by either Party, whether contained in prior negotiations or subsequent communications, shall be void and of no effect unless expressly agreed to in writing by both Parties.

The Parties acknowledge that they have not relied on any representations, warranties, or statements, whether written or verbal, that are not expressly set forth in this Agreement. This Agreement may only be modified or amended by a written instrument signed by both Parties.

In the event of any conflict or inconsistency between this Agreement and any other document or agreement referenced herein or executed contemporaneously herewith, the terms and provisions of this Agreement shall prevail.

The Parties hereby acknowledge and agree that they have read this Agreement, understand its terms, and voluntarily accept and agree to be bound by them.

EXECUTION OF IRREVOCABLE 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

SIGNATURE: Stefan Paul Carter