



Factura: 002-002-000050766



20191701012P03579

NOTARIO(A) MARIA DEL PILAR FLORES FLORES
NOTARÍA DÉCIMA SEGUNDA DEL CANTON QUITO
EXTRACTO

Escritura N°:	20191701012P03579						
ACTO O CONTRATO:							
CONSTITUCIÓN DE SOCIEDADES EN LINEA							
FECHA DE OTORGAMIENTO:	11 DE DICIEMBRE DEL 2019, (14:36)						
OTORGANTES							
OTORGADO POR							
Persona	Nombres/Razón social	Tipo interviniente	Documento de identidad	No. Identificación	Nacionalidad	Calidad	Persona que le representa
Jurídica	PANA INVEST CO.	REPRESENTA DO POR	NÚMERO DE IDENTIFICACIÓN TRIBUTARIA EXTRANJERA	SGE-W-0000275	ESTADOUNIDENSE	CONSTITUYENTE	JUAN DAVID NUÑEZ HURTADO
Jurídica	BUSINESCORP-HOLDING S.A.	REPRESENTA DO POR	RUC	1891795498001	ECUATORIANA	CONSTITUYENTE	JUAN DAVID NUÑEZ HURTADO
A FAVOR DE							
Persona	Nombres/Razón social	Tipo interviniente	Documento de identidad	No. Identificación	Nacionalidad	Calidad	Persona que representa
UBICACIÓN							
Provincia			Cantón		Parroquia		
PICHINCHA			QUITO		IÑAQUITO		
DESCRIPCIÓN DOCUMENTO:							
OBJETO/OBSERVACIONES:							
CUANTÍA DEL ACTO O CONTRATO:	800.00						

NOTARIO(A) MARIA DEL PILAR FLORES FLORES
NOTARÍA DÉCIMA SEGUNDA DEL CANTÓN QUITO

es fiel copia del original

DRA. MARIA
DEL PILAR
FLORES
FLORES

Firmado digitalmente por
DRA. MARIA DEL
PILAR FLORES
FLORES
Fecha: 2019.12.20
14:19:22 -05'00'



NOTARIA DECIMA SEGUNDA

**CONSTITUCIÓN DE LA COMPAÑÍA
PANASOFT-EC S.A.**

OTORGADA POR: PANA INVEST CO. Y OTROS.

CAPITAL: USD 800.0

CAPITAL AUTORIZADO : USD 1600.0

Di 2 Copias

En la ciudad de QUITO, provincia de PICHINCHA el día de hoy once de Diciembre del dos mil diecinueve, ante mí, DOCTORA MARIA DEL PILAR FLORES FLORES, NOTARIA DECIMA SEGUNDA del cantón QUITO, comparecen a constituir la compañía PANASOFT-EC S.A., el señor NUÑEZ HURTADO JUAN DAVID, en representación de la CIA. PANA INVEST CO., de nacionalidad ESTADOUNIDENSE, en calidad de Presidente; por otra parte, el señor NUÑEZ HURTADO JUAN DAVID, en representación de la CIA. BUSINESCORP-HOLDING S.A., de nacionalidad ECUATORIANA, en calidad de Presidente, conforme la documentación adjunta. El compareciente es mayor de edad, ecuatoriano, estudiante, soltero, domiciliado en Quito, en la Av. Portugal E10-109 y 6 de Diciembre, teléfono: 0985517547, hábil para contratar y obligarse, a quien de conocer doy fe; en virtud de que me ha exhibido sus documentos de identificación que en fotocopia autenticada por mí se agrega; bien instruido por mí la Notaría, en el objeto y resultados de esta escritura, que a celebrarla proceden, libre y voluntariamente, de acuerdo a la minuta cuyo tenor es como sigue:

"SEÑOR(A) NOTARIO(A): En el protocolo de escrituras públicas a su cargo, sírvase insertar una de constitución de compañía anónima, contenida en las

siguientes cláusulas: **PRIMERA.- COMPARECIENTES.-** Intervienen en el otorgamiento de esta escritura:

Nombres y Apellidos o Razón Social	Nacionalidad	Estado Civil	Domicilio	Representante Nombre y Apellido, Según Corresponda
PANA INVEST CO.	ESTADOUNIDENSE		ESTADOS UNIDOS	NUÑEZ HURTADO JUAN DAVID
BUSINESCORP- HOLDING S.A.	ECUATORIANA		AMBATO	NUÑEZ HURTADO JUAN DAVID

SEGUNDA.- DECLARACION DE VOLUNTAD.- Los comparecientes declaran que constituyen, como en efecto lo hacen, una compañía anónima, que se someterá a las disposiciones de la Ley de Compañías, del Código de Comercio, a los convenios de las partes y a las normas del Código Civil y leyes conexas.

TERCERA.- ESTATUTO DE LA COMPAÑÍA. Título Primero (I). Del

nombre, domicilio, objeto y plazo. Artículo Primero (1º).- Nombre.- El nombre de la compañía que se constituye es PANASOFT-EC S.A.. **Artículo Segundo (2º).-**

Domicilio.- El domicilio principal de la compañía es QUITO provincia PICHINCHA. Podrá establecer agencias, sucursales o establecimientos administrados por un factor, en uno o más lugares dentro del territorio nacional o en el exterior, sujetándose a las disposiciones legales correspondientes. **Artículo**

Tercero (3º).- Objeto Social.- El objeto de la compañía consiste en: LA COMPAÑÍA TENDRÁ POR OBJETO DEDICARSE A LA ACTIVIDAD ACTIVIDADES DE PLANIFICACIÓN Y DISEÑO DE SISTEMAS INFORMÁTICOS QUE INTEGRAN EQUIPO Y PROGRAMAS INFORMÁTICOS Y TECNOLOGÍA DE LAS COMUNICACIONES.; ASÍ COMO TAMBIÉN PODRÁ EJECUTAR LAS ACTIVIDADES: ACTIVIDADES RELACIONADAS A LA INFORMÁTICA COMO: RECUPERACIÓN EN CASOS DE DESASTRE INFORMÁTICO, INSTALACIÓN DE PROGRAMAS INFORMÁTICOS.; ACTIVIDADES DE PUBLICACIÓN DE PROGRAMAS INFORMÁTICOS COMERCIALES (NO PERSONALIZADOS): SISTEMAS OPERATIVOS, APLICACIONES COMERCIALES Y OTRAS APLICACIONES,

JUEGOS INFORMÁTICOS PARA TODAS LAS PLATAFORMAS.;
ACTIVIDADES DE DISEÑO DE LA ESTRUCTURA Y EL CONTENIDO DE
LOS ELEMENTOS SIGUIENTES (Y/O ESCRITURA DEL CÓDIGO
INFORMÁTICO NECESARIO PARA SU CREACIÓN Y APLICACIÓN):
PROGRAMAS DE SISTEMAS OPERATIVOS (INCLUIDAS
ACTUALIZACIONES Y PARCHES DE CORRECCIÓN), APLICACIONES
INFORMÁTICAS (INCLUIDAS ACTUALIZACIONES Y PARCHES DE
CORRECCIÓN), BASES DE DATOS Y PÁGINAS WEB.. En el cumplimiento de
su objeto, la compañía podrá celebrar todos los actos y contratos permitidos por la
ley. **Artículo 4º.- Plazo.-** El plazo de duración de la compañía es de CIEN años,
contados desde la fecha de inscripción de esta escritura. **Título Segundo (II). Del
Capital. Artículo Quinto (5º).- Capital y de las acciones.-** El Capital Suscrito es
de OCHOCIENTOS dólares de los Estados Unidos de América, dividido en
OCHOCIENTOS acciones iguales, indivisibles, ordinarias y nominativas, de UN
dólar(es) de los Estados Unidos de América de valor nominal cada una, numeradas
consecutivamente del cero cero cero uno al OCHOCIENTOS inclusive . El Capital
Autorizado es de UN MIL SEISCIENTOS dólares de los Estados Unidos de
América. **Título Tercero (III). Del gobierno y de la administración. Artículo
Sexto (6º).- Norma general.-** El gobierno de la compañía corresponde a la junta
general de accionistas, y su administración al Presidente y/o al Gerente General. La
representación legal, judicial y extrajudicial les corresponderá al Gerente General
y/o al Presidente en forma INDIVIDUAL. En los casos de falta, ausencia temporal
o definitiva, o impedimento para actuar del Gerente General, será reemplazado por
el Presidente, y en caso de falta, ausencia o impedimento para actuar de este último,
será reemplazado por el primero hasta que la Junta General nombre al titular. El
plazo de duración de los indicados Administradores será de CINCO años pudiendo
ser reelegidos indefinidamente. **Artículo Séptimo (7º).- Convocatorias.-** La
convocatoria a junta general efectuará el Gerente General o el Presidente de la
compañía, mediante aviso que se publicará en uno de los Diarios de mayor

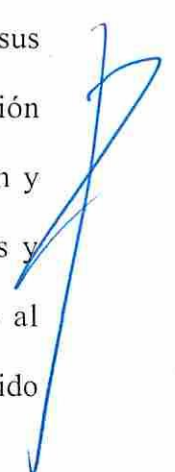
circulación en el domicilio principal de la compañía, conforme a la Ley, con ocho días de anticipación, por lo menos, respecto de aquél en el que se celebre la reunión. En tales ocho días no se contarán el de la convocatoria ni el de realización de la junta. **Artículo Octavo (8º).- De las clases de juntas, de las atribuciones de la Junta General, de la Junta General Universal, del quórum de instalación, del quórum especial de instalación, del quórum de decisión.-** Se estará a lo dispuesto en la Ley de Compañías. **Artículo Noveno (9º).-** El Presidente y el Gerente General ejercerán todas las atribuciones previstas para los administradores en la Ley de Compañías. **Título Cuarto (IV). De la fiscalización. Artículo Décimo (10º).- Comisarios.-** La junta general designará cada año dos comisarios, uno principal y uno suplente, quienes tendrán derecho ilimitado de inspección y vigilancia sobre todas las operaciones sociales, sin dependencia de la administración y en interés de la compañía. **Título Quinto (V). De la disolución y liquidación. Artículo Décimo Primero (11º).- Norma general.-** La compañía se disolverá y se liquidará conforme se establece en la Sección Décimo Segunda (XII) de la Ley de Compañías.

CUARTA.- CUADRO DE SUSCRIPCIÓN Y PAGO DEL CAPITAL SOCIAL.

Nombre de los accionistas suscriptores	Número de Acciones	Capital suscrito	Capital pagado	Capital pagado numerario	Capital pagado especie	Capital por pagar
PANA INVEST CO.	792	792	792.00	792.00	0.00	0.00
BUSINESCORP-HOLDING S.A.	8	8	8.00	8.00	0.00	0.00
TOTALES	800	800	800.00	800.00	0.00	0.00

QUINTA.- NOMBRAMIENTO DE ADMINISTRADORES.- Para los períodos señalados en el artículo sexto (6º) del estatuto, se designan como Presidente de la compañía al (o a la) señor (o señora) NUÑEZ HURTADO JUAN DAVID, y como Gerente General de la misma al (o a la) señor (o señora) BUSINESCORP-HOLDING S.A., respectivamente. **SEXTA.- DECLARACIÓN JURADA DE LICITUD Y ORIGEN DE FONDOS.-** Los comparecientes, DECLARAMOS

BAJO JURAMENTO, que los fondos y valores que se utilizan para realizar las operaciones que dan lugar a la presente constitución de compañía provienen de actividades lícitas. **SÉPTIMA.- DECLARACIÓN JURADA DE CUMPLIMIENTO DE REQUISITOS.-** Los comparecientes DECLARAMOS BAJO JURAMENTO que hemos cumplido con la obtención de los correspondientes permisos y licencias, así como de aquellos permisos de funcionamiento, licencias y autorizaciones que en un futuro soliciten otras instituciones y que sean necesarios para la operación y funcionamiento de la compañía. **DISPOSICION TRANSITORIA.-** Los contratantes bajo juramento declaran que pagarán el capital social en los montos indicados en el cuadro de suscripción y pago del capital social una vez constituida la compañía, y el saldo insoluto dentro del plazo fijado por la Ley de Compañías. Asimismo, los contratantes declaran bajo juramento que los datos contenidos en el presente instrumento son ciertos y veraces en apego a la Ley y a la Constitución. En todo lo no estipulado en este estatuto, se estará a lo dispuesto en la Ley de Compañías y demás leyes afines. En caso de controversia entre los accionistas, o entre accionistas y administradores de la compañía, las partes podrán someterse al procedimiento de Mediación conforme lo establece la Ley de Arbitraje y Mediación, ante el Centro de Mediación de la Superintendencia de Compañías y Valores. Usted, Señor(a) Notario(a), se dignará añadir las correspondientes cláusulas de estilo." HASTA AQUÍ LA MINUTA, que queda elevada a escritura pública con todo su valor legal, conjuntamente con los documentos habilitantes y anexos; la misma que ha sido obtenida del sistema informático de la Superintendencia de Compañías y Valores. El compareciente autoriza expresamente la consulta en línea y verificación de sus respectivos datos en el Sistema Nacional de Consulta Ciudadana de la Dirección General de Registro Civil, Identificación y Cedulación. Para la celebración y otorgamiento de la presente escritura se observaron los preceptos legales y constitucionales que el caso requiere, y leída íntegramente que le fue al compareciente por mí, la Notaria, aquel se ratifica en la aceptación de su contenido



y firma conmigo en unidad de acto, se incorpora al protocolo de esta Notaría la presente escritura, de todo cuanto doy fe.

Firma Socios:



NUÑEZ HURTADO JUAN DAVID
CEDULA: 1804139101

En Representacion de: PANA INVEST CO.



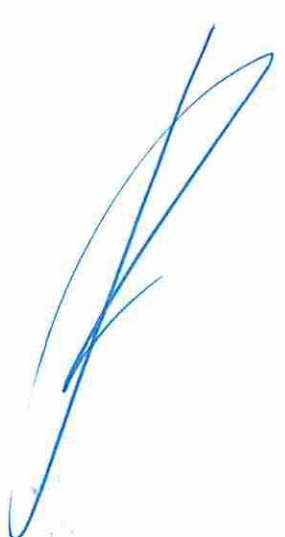
NUÑEZ HURTADO JUAN DAVID
CEDULA: 1804139101

En Representacion de: BUSINESCORP-HOLDING S.A.

Firma Notario(a) Público(a):



DOCTORA MARIA DEL PILAR FLORES FLORES
Identificacion: 0103294203



REPÚBLICA DEL ECUADOR
DIRECCIÓN GENERAL DE REGISTRO CIVIL
IDENTIFICACIÓN Y CEDULACIÓN

CEDULA DE
CIUDADANÍA
APELLIDOS Y NOMBRES
NÚÑEZ HURTADO
JUAN DAVID
LUGAR DE NACIMIENTO
PICHINCHA
QUITO
COTACOLLAO
FECHA DE NACIMIENTO 1993-05-12
NACIONALIDAD ECUATORIANA
SEXO HOMBRE
ESTADO CIVIL SOLTERO

Nº 180413910-1





INSTRUCCIÓN SUPERIOR PROFESIÓN / OCUPACIÓN ESTUDIANTE V3343V2242

APELLIDOS Y NOMBRES DEL PADRE
NÚÑEZ MEDINA FRANKLIN RODRIGO
APELLIDOS Y NOMBRES DE LA MADRE
HURTADO LOPEZ LORENA MARIANELA
LUGAR Y FECHA DE EXPEDICIÓN
QUITO
2017-06-06
FECHA DE EXPIRACIÓN
2027-06-06

IGM 17 02 764 02





DIRECTOR GENERAL FIRMA DEL CEDULADO



CERTIFICADO DE VOTACIÓN
24 - MARZO - 2019

0026 M JUNTA No. 0026 - 302 CERTIFICADO No. 1804139101 CEDULA No.

NÚÑEZ HURTADO JUAN DAVID
APELLIDOS Y NOMBRES

PROVINCIA: TUNGURAHUA
CANTÓN: AMBATO
CIRCUNSCRIPCIÓN:
PARROQUIA: LA MATRIZ
ZONA: 1





ELECCIONES
SECCIONALES Y CPCCS
2019

CIUDADANA/O:
ESTE DOCUMENTO
ACREDITA QUE
USTED SUFRAGÓ
EN EL PROCESO
ELECTORAL 2019


P. PRESIDENTE DE LA JRY



NOTARIA DECIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5 del
Art. 18 de la Ley Notarial, doy fe que la COPIA que
antecede es igual al documento presentado ante mí

Quito,

11 DIC. 2019

NOTARÍA
XII

Dra. María del Pilar Flores Flores
NOTARIA DÉCIMA SEGUNDA




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CERTIFICADO DIGITAL DE DATOS DE IDENTIDAD

Número único de identificación: 1804139101

Nombres del ciudadano: NUÑEZ HURTADO JUAN DAVID

Condición del cedulaado: CIUDADANO

Lugar de nacimiento: ECUADOR/PICHINCHA/QUITO/COTOCOLLAO

Fecha de nacimiento: 12 DE MAYO DE 1993

Nacionalidad: ECUATORIANA

Sexo: HOMBRE

Instrucción: SUPERIOR

Profesión: ESTUDIANTE

Estado Civil: SOLTERO

Cónyuge: No Registra

Fecha de Matrimonio: No Registra

Nombres del padre: NUÑEZ MEDINA FRANKLIN RODRIGO

Nacionalidad: ECUATORIANA

Nombres de la madre: HURTADO LOPEZ LORENA MARIANELA

Nacionalidad: ECUATORIANA

Fecha de expedición: 6 DE JUNIO DE 2017

Condición de donante: SI DONANTE

Información certificada a la fecha: 11 DE DICIEMBRE DE 2019

Emisor: RAMIRO GIOVANNY BERRONES TORRES - PICHINCHA-QUITO-NT 12 - PICHINCHA - QUITO



N° de certificado: 194-284-65470



194-284-65470

Ldo. Vicente Taiano G.
Director General del Registro Civil, Identificación y Cedulación
Documento firmado electrónicamente



THE
SUNSHINE
COAST
COUNCIL
OF
SOUTH
AUSTRALIA

✓

Ambato, 15 de julio de 2019

Señor
JUAN DAVID NÚÑEZ HURTADO
Ciudad. -

De mi consideración:

Me es grato comunicar a usted que conforme a la disposición contenida en el artículo Trigésimo Segundo de la escritura pública de constitución de la compañía **BUSINESCORP-HOLDING S.A.**, usted ha sido designado como **PRESIDENTE** de la misma, por el período estatutario de **DOS AÑOS**, contados desde la fecha de inscripción de este nombramiento en el Registro Mercantil, debiendo permanecer en sus funciones hasta ser legalmente reemplazado.

Sus atribuciones y deberes se encuentran señalados en los artículos Vigésimo Segundo y Vigésimo Tercero del Estatuto Social de la compañía **BUSINESCORP-HOLDING S.A.**, constituida mediante escritura pública celebrada el 3 de julio de 2019, ante el Notario Vigésimo Octavo del cantón Quito, Doctor Jaime Andrés Acosta Holguín, debidamente inscrita en el Registro Mercantil del cantón Ambato el 12 de julio de 2019.

La representación legal, judicial y extrajudicial de la Compañía la ejerce de manera individual el Gerente General, en cuya falta, ausencia o impedimento, le subrogará el Presidente.

Al felicitarla por su designación, le formulo votos por el éxito en las funciones a usted encomendadas, sírvase suscribir al pie de la presente en señal de aceptación.

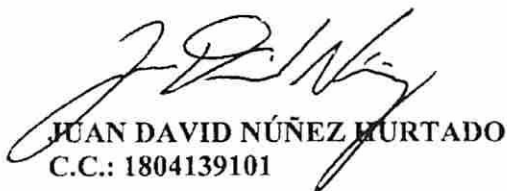
Muy atentamente,



Dr. Diego Klier Yáñez
Abogado Patrocinador
Matrícula No. 4946 C.A.P.

Lugar y fecha: Ambato, 15 de julio de 2019

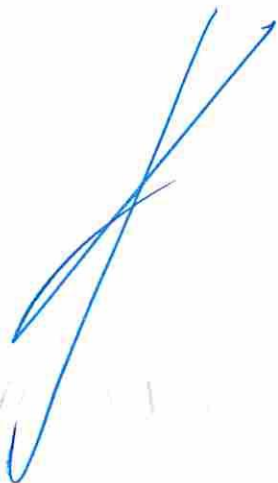
En el lugar y fecha que anteceden acepto la designación de **PRESIDENTE** de la compañía **BUSINESCORP-HOLDING S.A.**, y prometo desempeñar tal cargo de conformidad con la Ley y el Estatuto Social de la Compañía.



JUAN DAVID NÚÑEZ HURTADO
C.C.: 1804139101



PAGINA SIN
CONTENIDO

A handwritten signature in blue ink, consisting of a large, stylized 'X' or 'Z' shape with a small loop at the bottom left.

TRÁMITE NÚMERO: 10662



REGISTRO MERCANTIL DEL CANTÓN AMBATO
RAZÓN DE INSCRIPCIÓN

RAZÓN DE INSCRIPCIÓN DEL: NOMBRAMIENTOS

NÚMERO DE REPERTORIO:	7777
FECHA DE INSCRIPCIÓN:	16/07/2019
NÚMERO DE INSCRIPCIÓN:	672
REGISTRO:	LIBRO DE NOMBRAMIENTOS

1. DATOS DEL NOMBRAMIENTO:

NOMBRE DE LA COMPAÑÍA:	BUSINESCORP-HOLDING S.A.
NOMBRES DEL ADMINISTRADOR	NUÑEZ HURTADO JUAN DAVID
IDENTIFICACIÓN	1804139101
CARGO:	PRESIDENTE
PERIODO(Años):	DOS AÑOS

2. DATOS ADICIONALES:

NO APLICA

CUALQUIER ENMENDADURA, ALTERACIÓN O MODIFICACIÓN AL TEXTO DE LA PRESENTE RAZÓN, LA INVALIDA. LOS CAMPOS QUE SE ENCUENTRAN EN BLANCO NO SON NECESARIOS PARA LA VALIDEZ DEL PROCESO DE INSCRIPCIÓN, SEGÚN LA NORMATIVA VIGENTE.

FECHA DE EMISIÓN: AMBATO, A 16 DÍAS DEL MES DE JULIO DE 2019

DR. FAUSTO HERNAN PALACIOS PEREZ

REGISTRADOR MERCANTIL DEL CANTÓN AMBATO

DIRECCIÓN DEL REGISTRO: AV. RODRIGO PACHANO S/N Y MONTALVO C.C. CARACOL LO

NOTARÍA DÉCIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5
Art. 18 de la Ley Notarial, doy fe que las copias
que en.....fojas anteceden son iguales a
los documentos presentados ante mí.

Quito,

11 Dic. 2019

NOTARÍA
XII

Dra. María del Pilar Flores Flores
NOTARÍA DÉCIMO SEGUNDA

Página 1 de 1





REGISTRO ÚNICO DE CONTRIBUYENTES SOCIEDADES



NÚMERO RUC:

1891795498001

RAZÓN SOCIAL:

BUSINESCORP-HOLDING S.A.

NOMBRE COMERCIAL:

REPRESENTANTE LEGAL:

NUÑEZ MEDINA FRANKLIN RODRIGO

CLASE CONTRIBUYENTE:

OTROS

OBLIGADO LLEVAR CONTABILIDAD:

SI

CALIFICACIÓN ARTESANAL:

S/N

NÚMERO:

S/N

FEC. NACIMIENTO:

FEC. INICIO ACTIVIDADES:

12/07/2019

FEC. INSCRIPCIÓN:

19/07/2019

FEC. ACTUALIZACIÓN:

29/10/2019

FEC. SUSPENSIÓN DEFINITIVA:

FEC. REINICIO ACTIVIDADES:

ACTIVIDAD ECONÓMICA PRINCIPAL

K64200001 ACTIVIDADES DE SOCIEDADES DE CARTERA, ES DECIR, UNIDADES TENEDORAS DE ACTIVOS DE UN GRUPO DE EMPRESAS FILIALES (CON PARTICIPACIÓN DE CONTROL EN SU CAPITAL SOCIAL) Y CUYA ACTIVIDAD PRINCIPAL CONSISTE EN LA PROPIEDAD DEL GRUPO. LAS SOCIEDADES DE CARTERA CLASIFICADAS EN ESTA CLASE NO SUMINIST

DOMICILIO TRIBUTARIO

Provincia: TUNGURAHUA Canton: AMBATO Parroquia: ATOCHA - FICOA Calle: MIRAFLORES Numero: SN Interseccion: LAS HORTENCIAS Referencia ubicacion: JUNTO A LA ENTRADA DE LA URBANIZACIÓN VILLA BELGICA, EDIFICIO DE CUATRO PISOS, COLOR ROJO CON GRIS Celular: 0997840076 Telefono Trabajo: 022440844 Email: franklinn@megaprofer.com

OBLIGACIONES TRIBUTARIAS

- * ANEXO ACCIONISTAS, PARTÍCIPIES, SOCIOS, MIEMBROS DEL DIRECTORIO Y ADMINISTRADORES
- * ANEXO DE DIVIDENDOS, UTILIDADES O BENEFICIOS - ADI
- * ANEXO RELACION DEPENDENCIA
- * ANEXO TRANSACCIONAL SIMPLIFICADO
- * DECLARACIÓN DE IMPUESTO A LA RENTA, SOCIEDADES
- * DECLARACIÓN DE RETENCIONES EN LA FUENTE
- * DECLARACIÓN MENSUAL DE IVA

Son derechos de los contribuyentes: Derechos de trato y confidencialidad, Derechos de asistencia o colaboración, Derechos económicos, Derechos de información, Derechos procedimentales; para mayor información consulte en www.sri.gob.ec.

Las personas naturales cuyo capital, ingresos anuales o costos y gastos anuales sean superiores a los límites establecidos en el Reglamento para la aplicación de la ley de régimen tributario interno están obligados a llevar contabilidad, convirtiéndose en agentes de retención, no podrán acogerse al Régimen Simplificado (RISE) y sus declaraciones de IVA deberán ser presentadas de manera mensual.

Recuerde que sus declaraciones de IVA podrán presentarse de manera semestral siempre y cuando no se encuentre obligado a llevar contabilidad, transfiera bienes o preste servicios únicamente con tarifa 0% de IVA y/o sus ventas con tarifa diferente de 0% sean objeto de retención del 100% de IVA.

DE ESTABLECIMIENTOS REGISTRADOS

# DE ESTABLECIMIENTOS REGISTRADOS	1	ABIERTOS	1
JURISDICCIÓN	1 ZONA 31 TUNGURAHUA	CERRADOS	0



Código: RIMRUC2019002757209

Fecha: 29/10/2019 16:50:39 PM

WILSON
SINGAPORE
PACIFIC
CO.

✓



REGISTRO ÚNICO DE CONTRIBUYENTES
SOCIEDADES



NÚMERO RUC:

1891795498001

RAZÓN SOCIAL:

BUSINESCORP-HOLDING S.A.

ESTABLECIMIENTOS REGISTRADOS

No. ESTABLECIMIENTO: 001

Estado: ABIERTO - MATRIZ

FEC. INICIO ACT.: 19/07/2019

NOMBRE COMERCIAL:

FEC. CIERRE:

FEC. REINICIO:

ACTIVIDAD ECONÓMICA:

K64200001 ACTIVIDADES DE SOCIEDADES DE CARTERA, ES DECIR, UNIDADES TENEDORAS DE ACTIVOS DE UN GRUPO DE EMPRESAS FILIALES (CON PARTICIPACIÓN DE CONTROL EN SU CAPITAL SOCIAL) Y CUYA ACTIVIDAD PRINCIPAL CONSISTE EN LA PROPIEDAD DEL GRUPO. LAS SOCIEDADES DE CARTERA CLASIFICADAS EN ESTA CLASE NO SUMINIST

DIRECCIÓN ESTABLECIMIENTO:

Provincia: TUNGURAHUA Canton: AMBATO Parroquia: ATOCHA - FICOA Calle: MIRAFLORES Numero: SN Interseccion: LAS HORTENCIAS Referencia: JUNTO A LA ENTRADA DE LA URBANIZACIÓN VILLA BELGICA, EDIFICIO DE CUATRO PISOS, COLOR ROJO CON GRIS Celular: 0997840076 Telefono Trabajo: 022440844
Email: franklinn@megaprofer.com Email principal: carolina.morales@codex.com.ec



Código: RIMRUC2019002757209

Fecha: 29/10/2019 16:50:39 PM

NOTARÍA DÉCIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5
Art. 18 de la Ley Notarial, doy fe que las copias
que en.....fojas anteceden son iguales a
los documentos presentados ante mí.

Quito,

11 DIC. 2019

NOTARÍA
XII

Dra. María del Pilar Flores Flores
NOTARÍA DÉCIMO SEGUNDA





Factura: 002-002-000050383



20191701012D01883

DILIGENCIA DE AUTENTICACIÓN DE FIRMAS N° 20191701012D01883

En la ciudad de QUITO el día 27 DE NOVIEMBRE DEL 2019, (15:51) ante mí, NOTARIO(A) MARIA DEL PILAR FLORES FLORES de la NOTARÍA DÉCIMA SEGUNDA , concurre(n), DAVID CRISTOPHER NOEL ROMO portador(a) de CÉDULA 0801914342 de nacionalidad ECUATORIANA, mayor(es) de edad, estado civil SOLTERO(A), domiciliado(a) en QUITO, POR SUS PROPIOS DERECHOS en calidad de COMPARECIENTE; quien(es) me solicita(n) que proceda a receptor su(s) firma(s) y rúbrica(s), que va(n) a suscribir al pie de CONTRATO DE PRENDA INDUSTRIAL, de cuyo contenido se responsabiliza(n), a fin de que sea(n) AUTENTICADA(S). Al efecto identificado(s) que fue(ron) por mí, en forma libre y voluntaria procede(n) en mi presencia a estampar su(s) firma(s) y rúbrica(s) al pie del referido documento por lo que en aplicación a lo dispuesto en el artículo 18 numeral 3 de la Ley Notarial, doy fe de que dicha(s) firma(s) y rúbrica(s) es(son) AUTÉNTICA(S). EL COMPARECIENTE AUTORIZA EXPRESAMENTE LA CONSULTA EN LÍNEA Y VERIFICACIÓN DE SUS RESPECTIVOS DATOS EN EL SISTEMA NACIONAL DE CONSULTA CIUDADANA DE LA DIRECCIÓN GENERAL DE REGISTRO CIVIL, IDENTIFICACIÓN Y CEDULACIÓN. QUIEN DECLARA QUE SU DIRECCIÓN ES: REPUBLICA DEL SALVADOR 1082 Y NACIONES UNIDAS, TELEFONO: 4007800, MAIL:DNOEL@PBPLAW.COM.- Un original de esta diligencia queda incorporada en el libro respectivo de esta Notaría.

NOTARIO(A) MARIA DEL PILAR FLORES FLORES
NOTARÍA DÉCIMA SEGUNDA DEL CANTÓN QUITO



PÁGINA SIN
CONTENIDO





APOSTILLA
(Convención de La Haya de 5 de octubre de 1961)

1. País: Estados Unidos de América
El presente documento público
2. ha sido firmado por Jeffrey W. Bullock
3. quien actúa en calidad de Secretario del Estado de Delaware
4. está revestido del sello/timbre de la Oficina del Secretario de Estado
Certificado
5. en Dover, Delaware
6. Primer día de noviembre de 2019 d.C.
7. por el Secretario de Estado, Departamento de Estado de Delaware
8. número 203914864
9. Sello/timbre: [sellado]
10. Firma: [firmado]
Jeffrey W. Bullock
Secretario De Estado

DELAWARE
El primer Estado

YO, JEFFREY W. BULLOCK, SECRETARIO DE ESTADO DE DELAWARE, CERTIFICO POR LA PRESENTE QUE, "PANA INVEST CO." ESTÁ DEBIDAMENTE CONSTITUIDA BAJO LAS LEYES DEL ESTADO DE DELAWARE, ESTÁ AL DÍA EN SUS OBLIGACIONES Y TIENE UNA EXISTENCIA CORPORATIVA LEGAL EN LA MEDIDA EN QUE LOS REGISTROS DE ESTA OFICINA LO MUESTRAN, A PARTIR DEL PRIMER DÍA DE NOVIEMBRE DEL AÑO 2019.

Y POR LA PRESENTE CERTIFICO QUE "PANA INVEST CO." FUE INCORPORADA EL DÍA 17 DE OCTUBRE DE 2019.

Y POR LA PRESENTE CERTIFICO QUE LOS IMPUESTOS ANUALES DE FRANQUICIA HAN SIDO CALCULADOS HASTA LA FECHA.

7659743 8300

SR# 20197859567

Usted puede verificar este certificado en (hay una dirección web ilegible)

[Sellado]

[Firmado]

Jeffrey W. Bullock
Secretario De Estado

Autenticacion: 203914863

Fecha: 11-01-19


Traductor
David Noel Romo
C.C. 0801914342

PÁGINA SIN
CONTENIDO

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document:

2. has been signed by Jeffrey W. Bullock

3. acting in the capacity of Secretary Of State Of Delaware

4. bears the seal/stamp of Office Of Secretary Of State

Certified

5. at Dover, Delaware

6. first day of November, A.D. 2019

7. by Secretary of State, Delaware Department of State

8. No. 203914864

9. Seal/Stamp:



10. Signature:

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.



Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PANA INVEST CO." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF NOVEMBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PANA INVEST CO." WAS INCORPORATED ON THE SEVENTEENTH DAY OF OCTOBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.

NOTARÍA DÉCIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5 del
Art. 18 de la Ley Notarial, doy fe que la COPIA que
antecede es igual al documento presentado ante mí

Quito,

27 NOV 2019

NOTARÍA
XII

Dra. María del Pilar Flores Flores
NOTARÍA DÉCIMO SEGUNDA

7659743 8300

SR# 20197859567

You may verify this certificate on




Jeffrey W. Bullock, Secretary of State

Authentication: 203914863

Date: 11-01-19

REPÚBLICA DEL ECUADOR
DIRECCIÓN GENERAL DE REGISTRO CIVIL
IDENTIFICACIÓN Y CATEGORIZACIÓN

CÉDULA DE
CIUDADANÍA
Nº 080191434-2

NOEL ROMO
DAVID CRISTOPHER
LUGAR DE NACIMIENTO
ESMERALDAS
ESMERALDAS
ESMERALDAS
FECHA DE NACIMIENTO: 1992-03-29
NACIONALIDAD: **ECUATORIANA**
SEXO: **HOMBRE**
ESTADO CIVIL: **SOLTERO**

INSTRUCCIÓN **PROFESIÓN / OCUPACIÓN**
BÁSICA **ESTUDIANTE**

NOEL LAINE DIDIER JEAN
APELLIDOS Y NOMBRES DEL PADRE
ROMO ALTAMIRANO CONSUELO XOMARA
APELLIDOS Y NOMBRES DE LA MADRE
LUGAR Y FECHA DE EMISIÓN
ESMERALDAS - DUPLICADO
2012-05-06
FECHA DE EXPIRACIÓN
2022-05-06

E333312222

REPÚBLICA DEL ECUADOR
CERTIFICADO DE VOTACIÓN, DUPLICADO
EXENCIÓN O PAGO DE MULTA

Elec. Sec. 2019 y Denia. de Autoridades del CPCCS
080191434-2 014 - 0131

NOEL ROMO DAVID CRISTOPHER
ESMERALDAS **ATACAMES**
ATACAMES **ATACAMES**
1 Multa: 39.40 ContRes: 0 Tot.USD: 39.40
DELEGACION PROVINCIAL DE PICHINCHA - 00012
6353753 24/09/2019 15:33:15

NOTARÍA DÉCIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5 del
Art. 18 de la Ley Notarial, doy fe que la COPIA que
antecede es igual al documento presentado ante mi

Quito, 27 NOV. 2019

NOTARÍA XII

Dra. María del Pilar Flores Flores
NOTARÍA DÉCIMO SEGUNDA

100

PÁGINA SIN
CONTENIDO



CERTIFICADO DIGITAL DE DATOS DE IDENTIDAD

Número único de identificación: 0801914342

Nombres del ciudadano: NOEL ROMO DAVID CRISTOPHER

Condición del cedulaado: CIUDADANO

Lugar de nacimiento:

ECUADOR/ESMERALDAS/ESMERALDAS/ESMERALDAS

Fecha de nacimiento: 28 DE MARZO DE 1992

Nacionalidad: ECUATORIANA

Sexo: HOMBRE

Instrucción: BASICA

Profesión: ESTUDIANTE

Estado Civil: SOLTERO

Cónyuge: No Registra

Fecha de Matrimonio: No Registra

Nombres del padre: NOEL LAINE DIDIER JEAN

Nacionalidad: FRANCESA

Nombres de la madre: ROMO ALTAMIRANO CONSUELO XIOMARA

Nacionalidad: ECUATORIANA

Fecha de expedición: 6 DE SEPTIEMBRE DE 2012

Condición de donante: SI DONANTE POR LEY

Información certificada a la fecha: 27 DE NOVIEMBRE DE 2019

Emisor: JULIO ANDRES CAZA TOAPANTA - PICHINCHA-QUITO-NT 12 - PICHINCHA - QUITO



N° de certificado: 192-280-41849



192-280-41849

Ldo. Vicente Taiano G.
Director General del Registro Civil, Identificación y Cedulación
Documento firmado electrónicamente



PÁGINA SIN
CONTENIDO



Factura: 002-002-000050386



20191701012D01884

DILIGENCIA DE AUTENTICACIÓN DE FIRMAS N° 20191701012D01884

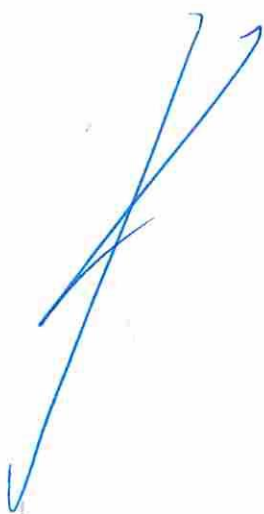
En la ciudad de QUITO el día 27 DE NOVIEMBRE DEL 2019, (15:54) ante mí, NOTARIO(A) MARIA DEL PILAR FLORES FLORES de la NOTARÍA DÉCIMA SEGUNDA , concurre(n), DAVID CRISTOPHER NOEL ROMO portador(a) de CÉDULA 0801914342 de nacionalidad ECUATORIANA, mayor(es) de edad, estado civil SOLTERO(A), domiciliado(a) en QUITO, POR SUS PROPIOS DERECHOS en calidad de COMPARECIENTE; quien(es) me solicita(n) que proceda a receptar su(s) firma(s) y rúbrica(s), que va(n) a suscribir al pie de TRADUCCION, de cuyo contenido se responsabiliza(n), a fin de que sea(n) AUTENTICADA(S). Al efecto identificado(s) que fue(ron) por mí, en forma libre y voluntaria procede(n) en mí presencia a estampar su(s) firma(s) y rúbrica(s) al pie del referido documento por lo que en aplicación a lo dispuesto en el artículo 18 numeral 3 de la Ley Notarial, doy fe de que dicha(s) firma(s) y rúbrica(s) es(son) AUTÉNTICA(S). EL COMPARECIENTE AUTORIZA EXPRESAMENTE LA CONSULTA EN LÍNEA Y VERIFICACIÓN DE SUS RESPECTIVOS DATOS EN EL SISTEMA NACIONAL DE CONSULTA CIUDADANA DE LA DIRECCIÓN GENERAL DE REGISTRO CIVIL, IDENTIFICACIÓN Y CEDULACIÓN. QUIEN DECLARA QUE SU DIRECCIÓN ES: REPUBLICA DEL SALVADOR 1082 Y NACIONES UNIDAS, TELEFONO: 4007800, MAIL:DNOEL@PBPLAW.COM.- Un original de esta diligencia queda incorporada en el libro respectivo de esta Notaría.

NOTARIO(A) MARIA DEL PILAR FLORES FLORES
NOTARÍA DÉCIMA SEGUNDA DEL CANTÓN QUITO



Dr. Maria de
Carmen
12

PÁGINA SIN
CONTENIDO



APOSTILLA

(Convención de La Haya de 5 de octubre de 1961)



1. País: Estados Unidos de América
 2. El presente documento público
 3. ha sido firmado por Nancy T. Sunshine
 3. quien actúa en calidad de Secretaria del Condado
 4. está revestido del sello/timbre del Condado de Kings
 4. Certificado
 5. en Ciudad de Nueva York, Nueva York
 6. el 12 de noviembre de 2019
 7. por el Subsecretario de Estado para Negocios y Servicios de Licencias, Estado de Nueva York
 8. número NYC-1369224
 9. Sello/timbre: [sellado]
 10. Firma: [firmado]
Whitney A. Clark
- Subsecretario de Estado para Negocios y Servicios de Licencias

ESTADO DE NUEVA YORK
CONDADO DE REYES
OFICINA DEL SECRETARIO DEL CONDADO

Yo, Nancy T. Sunshine, Secretaria del Condado de Kings, Estado de Nueva York y también Secretaria de la Corte Suprema en y para dicho Condado y Estado, siendo la misma una Corte de Registro y teniendo un sello;

CERTIFICA QUE SONI, KAMAL P. 01SO6089949
Término 3/31/2019 a 3/31/2023

Cuyo nombre se suscribe por la declaración jurada anexa, certificado de reconocimiento o prueba, fue al momento de tomar la misma un NOTARIO PÚBLICO en y para el Estado de Nueva York, debidamente comisionado y habilitado para actuar como tal en todo el Estado de Nueva York; que conforme a la ley se ha presentado en mi oficina una comisión, o un certificado de su carácter oficial, y firma autógrafa; que como tal, el Notario Público estaba debidamente autorizado por las leyes del Estado de Nueva York para prestar juramento y declaraciones juradas, para recibir y certificar el reconocimiento o prueba de las escrituras, hipotecas, poderes notariales y otros instrumentos escritos para la obtención de tierras, terrenos, inquilinatos y otros bienes para que sean leídos como evidencia o registrados en este Estado, para protestar notas, tomar y certificar juramentos y declaraciones juramentadas; y que conozco bien la letra de dicho Notario Público o que he comparado la firma en el instrumento anexo con su firma autógrafa depositada en mi oficina,

EN FE DE LO CUAL, firmo el presente y pongo mi sello oficial en Brooklyn, Condado de Kings, Nueva York, el 12 de noviembre de 2019.

[Firmado]
NANCY T. SUNSHINE

SECRETARIA DEL CONDADO DE KINGS

DECLARACIÓN JURADA PARA LA APOSTILLA

En este día 12 de noviembre de 2019

Yo, Luis Massieu, afirmo que el anexo es una fotocopia del original:
DOCUMENTOS CORPORATIVOS

[Firmado]

Estado de Nueva York

Condado de Kings

Jurado ante mí, en esta fecha: 11/12/2019

[Hay un sello

[KAMAL P. SONI

Notario Público, Estado de Nueva York

No. 01506089949

Calificado en el Condado de Kings

La comisión expira el 31 de marzo de 2023]

Sello del Notario Público

[Firmado]

Firma del Notario Público

Apostille.net

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Apostille.netLLC no asume responsabilidad por el contenido de los documentos
presentados por el cliente.

La legitimidad y exactitud de los documentos presentados es responsabilidad
exclusiva del cliente.

LISTADO DE SOCIOS

El 7 de noviembre de 2019, en la ciudad de Lewes en el Estado de Delaware, el suscrito, siendo el Socio General de Investor LP, (en adelante la "Compañía"), una sociedad limitada organizada y existente bajo las leyes de Ontario, Canadá, certifica que la siguiente lista de socios son los únicos socios actuales de la Compañía a la fecha.

Findvestor LP

199 Bay Street, Suite 4000, Toronto, Ontario, Canada M51A9

Nombre del socio	Dirección para correspondencia	Tipo de socio	Porcentaje de participación	Fecha en que se hizo socio	Fecha de cese de la condición de accionista

Juan David Nunez Hurtado	Av. Portugal E10-109 Y Av. 6 de Diciembre, Quito, Ecuador	Socio General	0.01%	05/23/2019	
Juan David Nunez Hurtado	Av. Portugal E10-109 Y Av. 6 de Diciembre, Quito, Ecuador	Socio comanditario	48.99%	05/23/2019	
Franklin Rodrigo Nunez Medina	Ciclamenes y Alheilies, Ambato, Ecuador	Socio comanditario	51.00%	05/23/2019	

[Firmado]

Juan David Nunez Hurtado, Socio General

LISTADE ACCIONISTAS

Una lista de los accionistas de Pana Invest Co. del Estado de Delaware, sus direcciones y el número de acciones suscritas y pagadas en su totalidad por cada accionista de la compañía al cierre de actividades, el 6 de noviembre de 2019.

Pana Invest Co.

16192 Coastal Highway, Ciudad de Lewes, DE 19958

Nombre del accionista	Dirección para correspondencia	Tipo de accionista	Porcentaje de participación	Fecha en que se hizo accionista	Fecha de cese de la condición de accionista
Cesar Raúl Moreno Riera	Bernardo de Legarda y Manuel Samaniego, Quito, EC	Acciones ordinarias \$0,00001	500,000	10/17/2019	
Finvestor	199Bay Street, Suite 4000, Toronto, Ontario, MSL 1A9	Acciones ordinarias \$0.0039	5,100,000	11/05/2019	

Por la presente certifico que los accionistas antes mencionados son los actuales accionistas de esta Compañía, que el número de acciones a su nombre ha sido pagado

en efectivo, y que ninguna parte de las mismas ha sido prestada para ser exhibida como un activo del banco.

[Firmado]

Juan David Nunez Hurtado, Presidente.

[Hay un sello]

ACCIÓN POR CONSENTIMIENTO ESCRITO EN LUGAR DE LA REUNIÓN DE ORGANIZACIÓN POR PARTE DE LA JUNTA DIRECTIVA DE PANA INVEST CO.

El suscrito, que constituye todos los miembros de la Junta Directiva de **Pana Invest Co.** una sociedad anónima de Delaware (la "Compañía"), de conformidad con la Sección 141(f) de la Ley General de Sociedades Anónimas de Delaware y los Estatutos de la Compañía, por la presente adopta las siguientes resoluciones por consentimiento unánime y por escrito, efectivo a partir del 17 de octubre de 2019:

1. Certificado de constitución

SE RESUELVE que, el Certificado de Incorporación/constitución de la Sociedad presentada ante el Secretario de Estado de Delaware sea, y por la presente es ratificado y afirmado.

2. Adopción de los Estatutos; número de miembros de la Junta Directiva

SE RESUELVE que, los Estatutos Sociales que se adjuntan como Anexo A, y los mismos seann adoptados como Estatutos Sociales de y para la Sociedad;

SE RESUELVE ADEMÁS que, el Secretario de la Compañía esté, y por la presente, autorizado a suscribir un Certificado de Adopción de los Estatutos, a insertar los Estatutos tal como están certificados en el Libro de Actas de la Compañía y a velar por que se conserve en la oficina principal de la Compañía una copia de los Estatutos, certificada de manera similar, tal como lo requiere la ley; y

SE RESUELVE ADEMÁS que, La Junta Directiva consistirá de 3 miembro(s)

3. Elección de la directiva.

SE RESUELVE que, por la presente, las siguientes personas sean nombradas como Directivos/Funcionarios de la Compañía, para servir hasta la junta anual o hasta que sus sucesores sean debidamente nombrados y hayan sido calificados:

Título

Presidente
Vicepresidente
Tesorero

Juan David Nunez Hurtado
Cesar Raul Moreno Riera
Juan David Nunez Hurtado

4. Designación del Depositario

SE RESUELVE que, el Presidente y el Tesorero de la Compañía estén cada uno de ellos autorizados:

- a) Designar uno o más bancos o instituciones financieras similares como depositarios de los fondos de la Sociedad;
- b) Abrir, mantener y cerrar cuentas generales y especiales con cualquiera de los depositarios;
- c) Hacer que se depositen, de forma periódica, en dichas cuentas con cualquiera de dichas entidades depositarias, los fondos de la Compañía que dichos Directivos/funcionarios consideren necesarios o convenientes, y designar o cambiar la designación del funcionario o funcionarios o del agente o agentes de la Compañía autorizados a realizar dichos depósitos y a endosar cheques, letras de cambio y otros instrumentos de depósito;
- d) Para designar, cambiar o revocar, la designación, de forma periódica, del funcionario o funcionarios o agente o agentes de la Compañía autorizados para firmar o refrendar cheques, giros u otras órdenes de pago de dinero emitidas a nombre de la Compañía contra cualquier fondo depositado en cualquiera de dichas cuentas;
- e) Autorizar el uso de firmas por fax para la firma o refrendo de cheques, giros u otras órdenes de pago de dinero, y celebrar los acuerdos que los bancos e instituciones financieras similares suelen exigir como condición para permitir el uso de firmas por fax;
- f) Realizar las gestiones generales y especiales que estimen necesarias o convenientes en relación con dichas cuentas y completar, ejecutar y certificar los formularios habituales de tarjetas de firma impresas en blanco, a fin de ejercer convenientemente la autoridad otorgada por esta resolución; las resoluciones impresas en dichas tarjetas se considerarán adoptadas como parte de la presente resolución;

SE RESUELVE ADEMÁS que, todas las resoluciones de forma requeridas por cualquier depositario sean, y por la presente son, adoptadas en la forma utilizada por dicho depositario, y que el Secretario esté por la presente autorizado para certificar que dichas resoluciones han sido adoptadas y que, al Secretario se le ordene que inserte una copia de dichas resoluciones de forma tal que aparezcan en el Libro de Actas; y

SE RESUELVE ADEMÁS que, cualquier depositario al que el Secretario de la Compañía haya entregado una copia certificada de estas resoluciones esté por la presente autorizado y facultado para confiar en dichas resoluciones para todos los fines hasta que



haya recibido una notificación por escrito de la revocación o modificación de estas resoluciones adoptadas por la Junta de Directiva de la Compañía.

5. Ejercicio Fiscal

SE RESUELVE que, el año fiscal de la Compañía finalizará el 31 de diciembre.

E-2

6. Oficina Principal

SE RESUELVE que, la oficina ejecutiva principal de la Compañía será la siguiente:

Delaware is 16192 Coastal Highway, City of Lewes, County of Sussex, State of Delaware, 19958.

7. Ratificación de las acciones

SE RESUELVE que, los acuerdos previos hechos en nombre de la Compañía por el único constituyente sean por la presente ratificados y aprobados como actos de la Compañía.

8. Facultades de administración

SE RESUELVE que, los funcionarios de la Compañía están autorizados a firmar y ejecutar en nombre y representación de la Compañía todas las solicitudes, contratos, arrendamientos y otras escrituras y documentos o instrumentos por escrito de cualquier naturaleza que puedan ser requeridos en el curso ordinario de los negocios de la Compañía y que sean necesarios para asegurar la operación de los asuntos corporativos, permisos y licencias gubernamentales para, e incidentales a, la operación legal de los negocios de la Compañía, y para hacer los actos y asuntos que los funcionarios consideren necesarios o aconsejables para cumplir con los requisitos legales que sean aplicables a la Compañía y a sus negocios.

9. Certificado de acciones

SE RESUELVE que, los títulos representativos de las acciones ordinarias de la Compañía tengan sustancialmente la misma forma que el certificado de acciones que se adjunta como Anexo B; que cada uno de dichos títulos lleve el nombre de la Compañía, el número de acciones representadas en el mismo, el sello de la Compañía, el nombre del propietario de dichas acciones y la fecha en que se emitieron dichas acciones;

10. Venta de Acciones Ordinarias

SE RESUELVE que, la Junta Directiva de la Compañía por la presente determina, después de considerar todos los factores relevantes, que el valor justo de mercado de las Acciones Ordinarias de la Compañía a la fecha del presente documento es igual a \$0.00001 por acción;

SE RESUELVE ADEMÁS que ,los funcionarios de la Compañía estén, y cada uno de ellos por el presente documento autorizados por y en nombre de la Compañía, a vender y emitir Acciones Ordinarias de la Compañía a un precio de compra de \$0.00001 por acción, en consideración de la ejecución y entrega del Acuerdo de Asignación de Tecnología en la forma establecida en el Anexo C de este documento, de la siguiente manera:

E-3

Nombre del Comprador	Número de acciones compradas (precio de compra)
Raul Moreno	500,000 shares (\$5)

SE RESUELVE ADEMÁS que, las Acciones Ordinarias autorizadas para ser vendidas y emitidas por la Compañía serán ofrecidas y vendidas bajo los términos de un determinado Contrato de Compra de Acciones celebrado por la Compañía y cada comprador en forma sustancial, en la forma que se adjunta a este documento como Anexo E; y

11. Información de propiedad exclusiva y acuerdos de invenciones.

SE RESUELVE que, la forma de los Contratos de Información e Invenciones Patrimoniales que se adjuntan como Anexo D, por la presente se adoptan y aprueban, con los cambios que pueda aprobar el Presidente de la Compañía a su sola discreción, su firma en dicho documento para constituir una prueba concluyente de dicha aprobación.

12. Gastos de Incorporación/Constitución

SE RESUELVE que, los funcionarios de la Compañía estén por la presente autorizados y dirigidos a pagar los gastos relacionados con la constitución y organización de esta Compañía.

13. Anexos y Formularios

SE RESUELVE que, el Secretario está autorizado y se le ordena adjuntar a la presente una copia de los anexos y formularios a los que se hace referencia en esta Acción por Consentimiento Unánime por Escrito.

E-4

EN TESTIMONIO DE LO CUAL, los abajo firmantes han ejecutado esta Acción por Consentimiento Unánime por Escrito a partir de la fecha indicada anteriormente.

Directores:



JUAN DAVID NUNEZ HURATDO
[Firmado]
Fecha: 17 de octubre de 2019

CESAR RAUL MORENO RIERA
[Firmado]
Fecha: 17 de octubre de 2019

FRANKLIN RODRIGO NUNEZ MEDINA
[Firmado]
Fecha: 17 de octubre de 2019

ANEXO A

Estatutos

E-6

ESTATUTOS
DE Pana Invest Co.

UNA COMPAÑÍA DE DELAWARE

ARTÍCULO I - AGENTE REGISTRADO Y OFICINA REGISTRADA

Sección 1. La oficina registrada de la compañía en el Estado de Delaware será 16192 Coastal Highway, en la ciudad de Lewes, condado de Sussex. El agente registrado a cargo del mismo será Harvard Business Services, Inc.

Sección 2. La compañía también puede tener oficinas en otros lugares que la Junta Directiva designe ocasionalmente, en cualquier Estado o País del mundo.

ARTÍCULO II - SELLO

Sección 1. El sello corporativo deberá tener inscrito el nombre de la compañía, el año de su organización y las palabras "Corporate Seal, Delaware" o "Seal Delaware".

ARTÍCULO III - REUNIONES DE ACCIONISTAS

Sección 1. Las reuniones de accionistas pueden celebrarse en cualquier lugar, dentro o fuera del Estado de Delaware y los EE.UU., según y cuándo lo seleccione la Junta Directiva.

Sección 2. Reuniones ordinarias: Las reuniones ordinarias de los accionistas se llevarán a cabo sin notificación previa de acuerdo con el cronograma de reuniones ordinarias de los accionistas que se distribuirá a cada accionista en la primera reunión de cada año.

Las reuniones ordinarias se llevarán a cabo en el lugar que determine la Junta Directiva. No se requerirán reuniones ordinarias si la Junta Directiva lo considera innecesario.

Sección 3. Elección de Directores: La elección de los miembros de la Junta Directiva de la compañía ("Directores") no necesita ser por votación escrita, de acuerdo con la Ley General de Corporaciones de Delaware (DGCL).

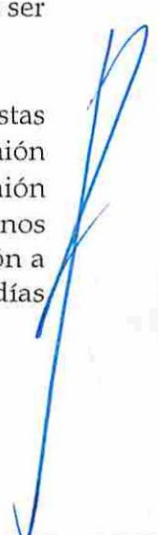
Sección 4. Reuniones extraordinarias: las reuniones extraordinarias de los accionistas pueden ser convocadas en cualquier momento por el presidente de la compañía, la Junta Directiva o los accionistas con derecho a emitir al menos una quinta parte de los votos válidos durante la reunión particular. Previa solicitud por escrito de cualquier persona o personas que hayan convocado debidamente a una reunión extraordinaria, será deber del secretario fijar la fecha, el lugar y la hora de la reunión, que se celebrará no más de treinta días después de la recepción de la solicitud y notificar debidamente a todas las personas con derecho a voto en la reunión. Los asuntos a discutirse durante cualquier reunión extraordinaria se limitarán a aquellos indicados en la convocatoria y a asuntos relacionados, a menos que todos los accionistas con

derecho a voto estén presentes y acuerden a lo contrario por mayoría. La notificación por escrito de una reunión extraordinaria de accionistas indicando la hora, lugar de la reunión y el objeto de la misma, se entregará a cada accionista con derecho a voto al menos 15 días antes de la reunión, a menos que se requiera un mayor tiempo de notificación bajo estatuto en algún caso específico.

Sección 5. Quórum: la mayoría de las acciones en circulación de la compañía con derecho a voto, representada por los accionistas o por poder, constituirá un quórum en una reunión de accionistas. Si menos de la mayoría de las acciones en circulación con derecho a voto está representada en una reunión, la mayoría de las acciones ahí representadas pueden suspender la reunión en cualquier momento sin previo aviso. Los accionistas presentes en una reunión debidamente organizada pueden continuar discutiendo asuntos relevantes hasta el cierre de la misma, sin importar la retirada de suficientes accionistas para dejar menos de un quórum.

Sección 6. Representación por poder: cada accionista con derecho a votar en una reunión de accionistas o con intención de expresar su consentimiento o rechazo a una resolución corporativa puede emitir un poder escrito a otra persona o personas para que actúen en representación suya; ningún poder escrito podrá tener una vigencia mayor a un año luego de su ejecución, a menos que el poder escrito estipule explícitamente una duración mayor a un año y se acate a la ley. Un poder escrito debidamente ejecutado será irrevocable si declara que es irrevocable y si, y sólo mientras esté acompañado de un interés suficiente por ley para respaldo del poder irrevocable. Un poder puede ser irrevocable independientemente de si el interés con el que está asociado es un interés en las acciones en sí o un interés en la compañía en general. Todos los poderes deberán ser presentados ante el Secretario de la reunión antes de que el apoderado pueda votar.

Sección 7. Aviso de reuniones: siempre que se requiera o se permita a los accionistas tomar alguna medida en una reunión, se enviará un aviso por escrito antes de la reunión que indicará el lugar, la fecha y la hora de la reunión, además en el caso de una reunión extraordinaria, el propósito o propósitos para los cuales la reunión se convocó. A menos que la ley disponga lo contrario, se enviará por escrito la convocatoria a una reunión a cada accionista con derecho a voto no menos de diez días antes ni más de sesenta días antes de la fecha de dicha reunión.



Sección 8. Consentimiento escrito en reemplazo de las reuniones: cualquier resolución que requiera tomarse en cualquier reunión ordinaria o extraordinaria de accionistas de una compañía, o cualquier resolución que pueda tomarse en cualquier reunión ordinaria o extraordinaria de accionistas de una compañía, puede tomarse sin requerir ninguna reunión, sin notificación previa y sin votación, si un consentimiento escrito declarando dicha resolución se firma por los accionistas con poder sobre al menos los votos que se necesitarían para que la resolución se apruebe durante una reunión en la cual estuviesen presentes todos los accionistas con derecho a voto. Se requiere notificar la resolución tomada por consentimiento escrito a todos los accionistas que no firmaron dicho consentimiento.

Sección 9. Lista de accionistas: el funcionario a cargo del Registro Accionario de la compañía deberá prepararlo al menos diez días antes de cada reunión, organizando dicho registro en orden alfabético, mostrando la dirección de cada accionista y el número de acciones registradas a nombre de cada accionista. No podrá votar durante la reunión aquel accionista que tenga deudas pendientes o impagas. La lista no estará abierta a indagación de ningún accionista, para ningún propósito, excepto según lo exija la ley de Delaware. La lista se mantendrá en un lugar dentro de la ciudad donde se realizará la reunión, dicho lugar se especificará en la convocatoria a la reunión o, si no se especifica, en el lugar donde se realizará la reunión. La lista se producirá y mantendrá en el momento y lugar de la reunión durante la duración de la misma, y puede ser inspeccionada por cualquier accionista que esté presente.

ARTÍCULO IV - JUNTA DIRECTIVA

Sección 1. Los negocios y asuntos de esta compañía serán administrados por su Junta Directiva. Cada Director será elegido por un período de un año y hasta que su sucesor sea apto, o hasta su renuncia o destitución anterior.

Sección 2. Reuniones ordinarias: Las reuniones ordinarias de la Junta Directiva se llevarán a cabo sin previo aviso de acuerdo con el cronograma de reuniones ordinarias de la Junta Directiva, que se distribuirá a cada miembro de la Junta en la primera reunión de cada año. Las reuniones ordinarias se llevarán a cabo en el lugar que determine la Junta. No se requerirán reuniones adicionales a la reunión Anual (Art. III Sec. 2) si la Junta así lo determina.

Sección 3. Reuniones extraordinarias: El presidente de la Junta Directiva podrá convocar a reuniones extraordinarias con 5 días de aviso a todos los miembros de la Junta ya sea personalmente o por correo, mensajería, email o tele-copia. El Presidente o Secretario de la compañía pueden convocar a una reunión extraordinaria de la misma manera, después de notificar por escrito al presidente de la Junta Directiva.

Sección 4. Quórum: Una mayoría del número total de directores constituirá un quórum de cualquier reunión ordinaria o extraordinaria de la Junta Directiva para la transacción de acuerdos.

Sección 5. Consentimiento escrito en reemplazo de las reuniones: Cualquier acción requerida o permitida en cualquier reunión de la Junta Directiva, o de cualquier comité de la misma, se puede tomar sin una reunión si todos los miembros de la Junta o comité, según sea el caso, dan consentimiento escrito y registran dicho consentimiento en los

archivos de la empresa junto con las minutas de resoluciones de la Junta o comité. La Junta de Directores puede celebrar sus reuniones y tener una oficina u oficinas en cualquier parte del mundo, dentro o fuera del estado de Delaware.

Sección 6. Conferencia telefónica: Los directores pueden participar en una reunión de la Junta, de un comité de la Junta o de los accionistas, mediante conferencia telefónica o videoconferencia o un medio de comunicación similar por medio del cual todas las personas que participan en la reunión puedan escucharse entre sí. La participación de esta manera equivale a la presencia física en dicha reunión.

Sección 7. Compensación: Los directores como tales no recibirán ningún salario declarado por sus servicios, pero por resolución de la Junta, se podrá permitir el desembolso de una suma fija por reunión y el reembolso de cualquier gasto por asistencia a cada reunión ordinaria o extraordinaria de la Junta. Nada de lo contenido en este documento se interpretará como impedimento para que cualquier Director preste servicios a la compañía en cualquier otra capacidad y reciba una compensación regular por lo tanto.

Sección 8. Remoción: un director puede ser removido, con o sin causa, por los tenedores de la mayoría de las acciones que tengan derecho a voto en una elección de directores, de acuerdo con las leyes de Delaware.

ARTÍCULO V - FUNCIONARIOS

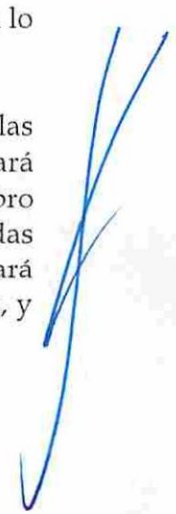
Sección 1. Los funcionarios ejecutivos de la compañía serán elegidos por la Junta de Directores. Estos serán Presidente, Secretario, Tesorero, uno o más Vicepresidentes y demás funcionarios que la Junta Directiva considere necesarios. La Junta Directiva también puede elegir un Presidente de la Junta Directiva entre sus propios miembros. Una misma persona puede ocupar varios cargos.

Sección 2. Sueldos: Los salarios de todos los funcionarios y agentes de la compañía serán determinados y fijados por la Junta Directiva.

Sección 3. Duración del cargo: los funcionarios de la compañía servirán a gusto de la Junta Directiva y mantendrán el cargo hasta que sus sucesores sean elegidos y sean aptos. Cualquier funcionario o agente elegido o designado por la Junta puede ser removido por la Junta Directiva siempre que, a su juicio, se busquen los mejores intereses de la compañía.

Sección 4. Presidente: El Presidente será el Gerente General de la compañía; que presidirá todas las reuniones de los accionistas y Junta Directiva; el Presidente tendrá potestad general y activa sobre los asuntos de la compañía. Será EXOFFICIO un miembro de todos los comités y tendrá poder general y deberes de supervisión y administración, según lo definido por la Junta Directiva.

Sección 5. Secretario: El Secretario asistirá a todas las sesiones de la junta y a todas las reuniones de los accionistas y actuará como secretario de las mismas, donde registrará todos los votos de la compañía las minutas de todas las resoluciones tomadas en un libro que se guardará para ese propósito, además desempeñará funciones similares para todas las reuniones de comités de la Junta Directiva cuando sea necesario. Dará aviso, o hará que se dé aviso, de todas las reuniones de los accionistas y de la Junta de Directores, y



cualquier otra tarea que pueda ser prescrita por la Junta de Directores o el Presidente, bajo la supervisión de quien sea. Mantendrá en custodia segura el sello corporativo de la compañía y, cuando lo autorice la Junta, lo colocará en cualquier instrumento que lo requiera.

Sección 6. Tesorero: El tesorero tendrá la custodia de los fondos y valores corporativos y mantendrá registros completos y precisos de los recibos y desembolsos en libros que pertenezcan a la compañía y mantendrá los dineros de la compañía en una cuenta separada para el uso de la compañía. El Tesorero hará el desembolso de los fondos de la compañía según las órdenes de la Junta Directiva, manteniendo comprobantes de dichos desembolsos, y presentará al Presidente y directores, en las reuniones ordinarias de la Junta, o cada vez que se requiera, un registro de todas sus transacciones como Tesorero y de la condición financiera de la compañía.

ARTÍCULO VI - VACANTES

Sección 1. Cualquier vacante que ocurra en cualquier oficina de la compañía por fallecimiento, renuncia, remoción o de otra manera, será registrada por la Junta de Directores. Las vacantes en general, y los puestos a designarse que resulten de cualquier aumento en el número autorizado de directores, pueden ser cubiertos por la mayoría de los directores en el cargo, excepto en caso de que haya menos de un quórum, o que la compañía no tenga directores en el cargo, entonces cualquier funcionario u otro fiduciario apoderado por la persona en cuestión o por el patrimonio de un accionista, puede convocar a una reunión extraordinaria de accionistas de acuerdo con las disposiciones de estos estatutos.

Sección 2. Renuncias efectuadas a fecha futura: cuando uno o más directores renuncien a la Junta a fecha futura, la mayoría de los directores en el cargo, incluidos aquellos que han renunciado, tendrán poder para llenar dicha vacante o vacantes, el voto al respecto surtirá efecto una vez que la renuncia o renunciaciones se hayan hecho efectivas.

ARTÍCULO VII - REGISTROS CORPORATIVOS

Sección 1. Cualquier accionista registrado, en persona o a través de un abogado u otro agente, bajo solicitud juramentada, tendrá derecho a inspeccionar el Registro Accionario de la compañía, la lista de accionistas y las actas de las reuniones de accionistas de los últimos dos años, luego de declarar un propósito apropiado. Un propósito apropiado significará un propósito razonablemente relacionado con el interés de dicha persona como accionista. En todos los casos en que un abogado u otro agente sea la persona que invoque el derecho de inspección, tendrá que acompañar la solicitud juramentada con un poder notariado que autorice a dicho abogado u otro agente a actuar en nombre del accionista. La solicitud juramentada deberá remitirse a la compañía a su domicilio social o a su oficina principal de negocios.

ARTÍCULO VIII - CERTIFICADOS DE ACCIONES, DIVIDENDOS, ETC.

Sección 1. Los certificados de acciones de la compañía se numerarán y registrarán en el Registro Accionario y en el libro de transferencias de la compañía cuando sean emitidos. Los certificados de acciones llevarán el sello corporativo y serán firmados por el Presidente y el Secretario de la compañía.

Sección 2. Transferencias: Las transferencias de las acciones se registrarán en los libros de la compañía al momento de la entrega de los certificados correspondientes, endosados por la persona nombrada en el certificado o por un abogado, legalmente autorizado por escrito. No se realizarán transferencias que sean incompatibles con la ley aplicable.

Sección 3. Certificado perdido: la compañía puede emitir un nuevo certificado de acciones en lugar de cualquier certificado firmado por ella, presuntamente perdido, robado o destruido.

Sección 4. Fecha de registro: para que la compañía pueda determinar en un momento específico quiénes son los accionistas con derecho a notificación o voto en cualquier reunión de accionistas, o para expresar su consentimiento a cualquier resolución corporativa por escrito sin una reunión, o con derecho a recibir el pago de cualquier dividendo u otra distribución o asignación de derechos, o con derecho a cualquier otra acción legal, la Junta de Directores puede fijar, por adelantado, una fecha de registro, que no será más de sesenta días antes de cualquier otra resolución.

Si no se fija una fecha de registro:

(a) La fecha de registro para determinar quiénes son los accionistas con derecho a notificación o voto en una reunión de accionistas será al cierre del día laboral anterior a la notificación, o, si se renuncia a la notificación, al cierre del día laboral anterior a la reunión.

(b) La fecha de registro para determinar quiénes son los accionistas con derecho a expresar su consentimiento para una resolución corporativa por escrito sin una reunión, cuando no sea necesaria una resolución previa de la Junta Directiva, será el día en que se exprese el primer consentimiento por escrito.

(c) La fecha de registro para determinar quiénes son los accionistas para cualquier otro propósito será al cierre de operaciones el día en que la Junta Directiva adopte la resolución correspondiente.

(d) La determinación de los accionistas registrados con derecho a notificación o voto en una reunión de accionistas se aplicará a cualquier aplazamiento de la reunión: siempre que el Consejo de Administración pueda fijar una nueva fecha de registro para la reunión suspendida.

Sección 5. Dividendos: La Junta Directiva puede declarar y pagar dividendos sobre las acciones en circulación de la compañía de vez en cuando y en la medida en que lo considere conveniente, de la manera y en los términos y condiciones previstos por el estatuto y el Certificado de Incorporación.

Sección 6. Reservas: Antes del pago de cualquier dividendo, se puede reservar de las ganancias netas de la compañía la suma o las sumas que la Junta Directiva, de vez en cuando, a su absoluta discreción, considere apropiado como un fondo de reserva para cubrir contingencias, o para igualar dividendos, o para reparar o mantener la propiedad de la compañía o para cualquier otro propósito que la Junta Directiva considere propicio a los intereses de la compañía, además la Junta Directiva puede abolir cualquier fondo de reserva de la misma forma en que fue creado.

ARTÍCULO IX - DISPOSICIONES VARIAS

Sección 1. Cheques: todos los cheques o pedidos de dinero y notas de la compañía deberán ser firmados por el funcionario u oficiales que la Junta Directiva designe ocasionalmente.

Sección 2. Año fiscal: El año fiscal comenzará el primer día de enero de cada año, a menos que esta sección se modifique de acuerdo con la Ley de Delaware.

Sección 3. Notificación: Siempre que se requiera un aviso por escrito a cualquier persona, se le puede entregar dicho aviso a la persona, ya sea personalmente o enviando una copia del mismo por correo, o por telecopia (FAX), o por telegrama, con cargos prepagados, a su dirección que aparece en los libros de la compañía o a la dirección de una persona designada por escrito para entrega de correo dentro de Estados Unidos o para transmisión a una oficina telegráfica. Dicha notificación especificará el lugar, el día y la hora de la reunión y, en el caso de una reunión extraordinaria de accionistas, el propósito de la reunión.

Sección 4. Renuncia a la notificación: cuando una notificación por escrito sea requerida por dictamen, o por los Artículos de Incorporación o por los estatutos de esta compañía, una renuncia a la misma por escrito, firmada por la persona o personas con derecho a dicha notificación, ya sea antes o después del tiempo establecido en la misma, se considerará equivalente a la recepción de dicha notificación. Excepto en el caso de una reunión extraordinaria de accionistas, ni el negocio a tramitar ni el propósito de la reunión deben especificarse en el documento de renuncia a la notificación de dicha reunión. La asistencia de una persona ya sea en persona o por poder, a cualquier reunión constituirá una renuncia a la notificación de dicha reunión, excepto cuando una persona asista a una reunión con el propósito expreso de objetar la transacción a efectuarse porque la reunión se convocó ilegalmente.

Sección 5. Compensación no permitida: cualquier pago realizado a un funcionario o empleado de la compañía, como un salario, comisión, bonificación, interés, alquiler, viaje o gastos de entretenimiento incurridos por dicha persona, que se rechazará total o parcialmente como deducible a los gastos reportados por la compañía al Servicio de Impuestos Internos (Internal Revenue Service), se deberá reembolsar en su totalidad por dicho funcionario o empleado a la compañía en la medida total de dicha anulación. Será deber de los directores, como Junta, hacer cumplir el pago de dicho monto por el funcionario o empleado y, sujeto a la determinación de los directores, se pueden retener montos proporcionales de los pagos por compensación futuros al funcionario o empleado hasta que el monto adeudado a la compañía haya sido recuperado.

Sección 6. Renuncias: cualquier director u otro funcionario puede renunciar en cualquier momento, dicha renuncia será por escrito y surtirá efecto desde el momento en que la compañía la reciba, a menos que se fije un momento específico en el documento de renuncia. No se requerirá la aceptación de una renuncia para hacerla efectiva.

ARTÍCULO X - RESPONSABILIDAD

Sección 1. La responsabilidad del accionista se limita a las acciones que este posea de la compañía.

Sección 2. Ningún miembro de la Junta Directiva será personalmente responsable ante la compañía o sus accionistas por daños monetarios por cualquier incumplimiento del deber fiduciario por parte de dicho miembro. Sin perjuicio de aquello, un miembro de la Junta Directiva será responsable en la medida prevista por la ley aplicable, (i) por incumplimiento del

deber de lealtad como miembro de la Junta Directiva ante la compañía o ante sus accionistas, (ii) por actos u omisiones que no sean de buena fe o que impliquen mala conducta intencional o una violación voluntaria de la ley, (iii) de conformidad con la Sección 174 de la Ley General de Corporaciones de Delaware o (iv) por cualquier transacción por la cual el miembro de la Junta Directiva obtuvo un beneficio personal indebido. Ninguna enmienda o derogación de este Artículo Décimo se aplicará o tendrá ningún efecto sobre la responsabilidad o presunta responsabilidad de cualquier director de la compañía por o con respecto a cualquier acto u omisión de dicho miembro de la Junta Directiva que ocurra antes de dicha enmienda.

ARTÍCULO XI - ENMIENDAS

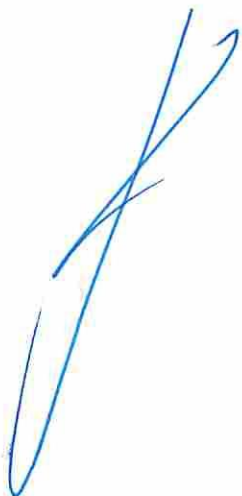
Sección 1. Estos estatutos pueden ser enmendados o derogados por el voto de los accionistas con derecho a emitir al menos una mayoría del total de votos que todos los accionistas tienen derecho a emitir, en cualquier reunión ordinaria o extraordinaria de accionistas, debidamente convocada luego de notificación escrita.

[Sigue información de los Anexos A, B y C que refieren a Formulario de Certificado de Acciones Ordinarias, Acuerdo de Asignación de Tecnología y Formulario del acuerdo de Información e Inventiones protegidas por derechos de propiedad intelectual]


Traductor
David Noel Romo
C.C. 0801914342



PÁGINA SIN
CONTENIDO

A handwritten signature in blue ink, consisting of a large loop and a cross-like stroke.

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America
This public document
2. has been signed by **Nancy T. Sunshine**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the **county of Kings**

Certified

5. at New York City, New York
6. the 12th day of November 2019
7. by Deputy Secretary of State for Business and Licensing Services, State of New York
8. No. NYC-1369224
9. Seal/Stamp
10. Signature



Whitney A. Clark

Whitney A. Clark

Deputy Secretary of State for Business and Licensing Services



STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

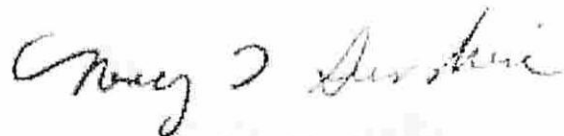
SS:

I, Nancy T. Sunshine, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT SONI, KAMAL P. 01SO6089949
Term 3/31/2019 to 3/31/2023

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at Brooklyn, Kings County, New York on November 12, 2019



NANCY T. SUNSHINE
KINGS COUNTY CLERK



AFFIDAVIT FOR APOSTILLE

On this 11 day of NOVEMBER, 2019

I, Luis Massieu, affirm that the attached is a **photocopy** of the original:

CORPORATE DOCUMENTS

Luis

Signature

State of New York

County of Kings

Sworn to before me, on this date: 11/12/2019

KAMAL P. SONI
Notary Public, State of New York
No. 01SO6089949
Qualified in Kings County
Commission Expires March 31, 2023

Notary Public Stamp

[Signature]

Notary Public Signature



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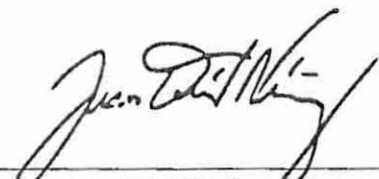
PARTNERS LIST

On November 7, 2019, from the city of Lewes in the State of Delaware, the undersigned, being the General Partner of Finvestor LP, (hereinafter the "Company"), a limited partnership organized and existing under the laws of Ontario, Canada certifies the following list of partners are the current and only partners of the Company as of today.

Finvestor LP

199 Bay Street, Suite 4000, Toronto, Ontario, Canada M5L 1A9

Partner name	Correspondence address	Type of Partner	Percentage Participation	Date became partner	Date ceased to be shareholder
Juan David Nunez Hurtado	Av. Portugal E10-109 y Av. 6 de Diciembre, Quito, Ecuador	General Partner	0.01%	05/23/2019	
Juan David Nunez Hurtado	Av. Portugal E10-109 y Av. 6 de Diciembre, Quito, Ecuador	Limited Partner	48.99%	05/23/2019	
Franklin Rodrigo Nunez Medina	Ciclamenes y Alhelies, Ambato, Ecuador	Limited Partner	51.00%	05/23/2019	



Juan David Nunez Hurtado, General Partner

SHAREHOLDERS LIST

A list of the shareholders of Pana Invest Co. of the State of Delaware, their addresses, and the number of shares subscribed and paid for in full by each shareholder of the company as of the close of business November 6th, 2019.

Pana Invest Co.

16192 Coastal Highway, City of Lewes, DE 19958

Shareholder name	Correspondence address	Class of share	Total no. Of shares held	Date became shareholder	Date ceased to be shareholder
Cesar Raúl Moreno Riera	Bernardo de Legarda y Manuel Samaniego, Quito, EC	Common Shares \$0.00001	500,000	10/17/2019	
Finvestor LP	199 Bay Street, Suite 4000, Toronto, Ontario, M5L 1A9	Common Shares \$0.0039	5,100,000	11/05/2019	

I hereby certify that the above-named shareholders are the present shareholders of this Company, that the number of shares set opposite their names have been paid for in cash, and that no part thereof has been borrowed for being exhibited as an asset of the bank.



Juan David Núñez Hurtado, President



**ACTION BY WRITTEN CONSENT
IN LIEU OF THE ORGANIZATIONAL MEETING
BY THE BOARD OF DIRECTORS OF
PANA INVEST CO.**

The undersigned, constituting all of the members of the Board of Directors of **Pana Invest Co.**, a Delaware corporation (the "Company"), pursuant to Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company, hereby adopt the following resolutions by unanimous written consent, effective as of October 17, 2019:

1. Certificate of Incorporation.

RESOLVED, that the Certificate of Incorporation of the Company filed with the Delaware Secretary of State be, and it hereby is, ratified and affirmed.

2. Adoption of Bylaws; Board Size.

RESOLVED, that the Bylaws attached hereto as Exhibit A be, and the same hereby are, adopted as the Bylaws of and for the Company;

RESOLVED FURTHER, that the Secretary of the Company be, and hereby is, authorized and directed to execute a Certificate of Adoption of the Bylaws, to insert the Bylaws as so certified in the Company's Minute Book and to see that a copy of the Bylaws, similarly certified, is kept at the Company's principal office, as required by law; and

RESOLVED FURTHER, that the Board of Directors shall consist of 3 member(s).

3. Election of Officers.

RESOLVED, that the following persons be, and they hereby are, appointed as officers of the Company, to serve until the annual meeting or until their successors are duly appointed and have qualified:

Title

President	Juan David Nunez Hurtado
Vice President	Cesar Raul Moreno Riera
Treasurer	Juan David Nunez Hurtado
Secretary	Juan David Nunez Hurtado

4. Designation of Depository.

RESOLVED, that the President and the Treasurer of the Company be, and each of them hereby is, authorized:

- (a) To designate one or more banks or similar financial institutions as depositories of the funds of the Company;
- (b) To open, maintain and close general and special accounts with any such depositories;
- (c) To cause to be deposited, from time to time, in such accounts with any such depository, such funds of the Company as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers or agent or agents of the Company authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;
- (d) To designate, change or revoke, the designation, from time to time, of the officer or officers or agent or agents of the Company authorized to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Company against any funds deposited in any of such accounts;
- (e) To authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures;
- (f) To make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution; any resolutions printed on such cards are deemed adopted as a part of this resolution;

RESOLVED FURTHER, that all form resolutions required by any such depository be, and they hereby are, adopted in such form used by such depository, and that the Secretary be, and hereby is, authorized to certify such resolutions as having been adopted and that the Secretary be, and hereby is, directed to insert a copy of any such form resolutions in the Minute Book; and

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of Company be, and it hereby is, authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions adopted by the Board of Directors of the Company.

5. Fiscal Year.

RESOLVED, that the fiscal year of the Company shall end each year on the 31st day of the month of December.



6. Principal Office.

RESOLVED, that the principal executive office of the Company shall initially be at:

Delaware is 16192 Coastal Highway, City of Lewes, County of Sussex, State of Delaware, 19958.

7. Ratification of Actions.

RESOLVED, that the prior acts made on behalf of the Company by the sole incorporator be, and the same hereby are, ratified and approved as acts of the Company.

8. Management Powers.

RESOLVED, that the officers of the Company be, and they hereby are, authorized to sign and execute in the name and on behalf of the Company all applications, contracts, leases and other deeds and documents or instruments in writing of whatsoever nature as may be required in the ordinary course of business of the Company and as may be necessary to secure for operation of the corporate affairs, governmental permits and licenses for, and incidental to, the lawful operation of the business of the Company, and to do such acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the Company and its business.

9. Stock Certificates.

RESOLVED, that the share certificates representing common shares of the Company be in substantially the same form as the form of share certificate attached hereto as Exhibit B; that each such certificate shall bear the name of the Company, the number of shares represented thereby, the corporate seal, the name of the owner of such shares and the date such shares were issued;

RESOLVED FURTHER, that such share certificates shall be consecutively numbered beginning with No. CS-1, shall be issued only when the signature of the President and Secretary, or other such officers as provided in Section 158 of the Delaware General Corporation Law, and the corporate seal (if one has been adopted) are affixed thereto, may also bear other wording related to the ownership, issuance and transferability of the shares represented thereby, and that the Secretary is instructed to annex the form of certificate to these minutes.

10. Sale of Common Stock.

RESOLVED, that the Board of Directors of the Company hereby determines, after consideration of all relevant factors, that the fair market value of the Company's Common Stock as of the date hereof is equal to \$0.00001 per share;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to

sell and issue shares of its Common Stock at a purchase price of \$0.00001 per share, in consideration of the execution and delivery of the Technology Assignment Agreement in the form set forth as Exhibit C hereto as follows:

Name of Purchaser	Number of Purchased Shares (Purchase Price)
Raul Moreno	500,000 shares (\$5)

RESOLVED FURTHER, that the shares of Common Stock authorized to be sold and issued by the Company shall be offered and sold under the terms of a certain Stock Purchase Agreement entered into by the Company and each purchaser in substantially the form attached hereto as Exhibit E; and

RESOLVED FURTHER, that the proper officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such further action and execute such documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions, including, but not limited to federal securities filings and blue sky filings in accordance with state securities laws and regulations.

11. Proprietary Information and Inventions Agreements.

RESOLVED, that the form of the Proprietary Information and Inventions Agreement attached hereto as Exhibit D be, and it hereby is, adopted and approved, with such changes as may be approved by the President of the Company in his sole discretion, his signature on such document to constitute conclusive evidence of such approval.

12. Incorporation Expenses.

RESOLVED, that the officers of the Company be, and they hereby are, authorized and directed to pay the expenses relating to the incorporation and organization of this Company.

13. Annexation of Exhibits and Forms.

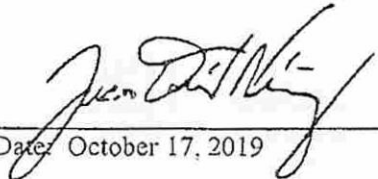
RESOLVED, that the Secretary is authorized and directed to annex herewith a copy of the exhibits and forms referenced in this Action by Unanimous Written Consent.



IN WITNESS WHEREOF, the undersigned have executed this Action by
Unanimous Written Consent as of the date first set forth above.

Directors:

JUAN DAVID NUNEZ HURTADO


Date: October 17, 2019

CESAR RAUL MORENO RIERA


Date: October 17, 2019

FRANKLIN RODRIGO NUNEZ MEDINA

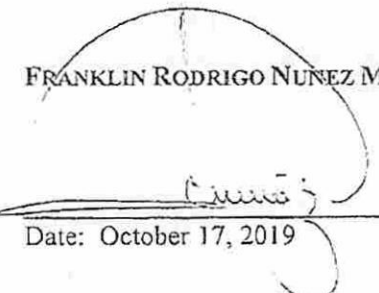

Date: October 17, 2019

EXHIBIT A

Bylaws

E-6



BY-LAWS
OF Pana Invest Co.

A DELAWARE CORPORATION

ARTICLE I - REGISTERED AGENT AND REGISTERED OFFICE

Section 1. The registered office of the corporation in the State of Delaware shall be 16192 Coastal Highway, in the city of Lewes, county of Sussex. The registered agent in charge thereof shall be Harvard Business Services, Inc.

Section 2. The corporation may also have offices at such other places as the Board of Directors may from time to time designate, in any State or Country around the world.

ARTICLE II - SEAL

Section 1. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware" or "Seal Delaware".

ARTICLE III - STOCKHOLDERS MEETINGS

Section 1. Meetings of stockholders may be held at any place, either within or without the State of Delaware and the USA, as may be selected from time to time by the Board of Directors.

Section 2. Regular Meetings: Regular meetings of the stockholders shall be held without notice according to the schedule of the regular meetings of the stockholders which shall be distributed to each stockholder at the first meeting each year. The regular meetings shall be held at such place as shall be determined by the Board. Regular meetings shall not be required if deemed unnecessary by the Board.

Section 3. Election of Directors: Elections of the Directors of the corporation need not be by written ballot, in accordance with the Delaware General Corporation Law (DGCL).

Section 4. Special Meetings: Special meetings of the stockholders may be called at any time by the president, or the Board of Directors, or stockholders entitled to cast at least one-fifth of the votes which all stockholders are entitled to cast at the particular meeting. Upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the secretary to fix the date, place and time of the meeting, to be held not more than thirty days after the receipt of the request, and to give due notice thereof to all the persons entitled to vote at the meeting. Business at all special meetings shall be confined to the objects stated in the call and the matters germane thereto, unless all stockholders entitled to vote are present and consent. Written notice of a special meeting of stockholders stating the time and place of the meeting, and the object thereof, shall be given to each stockholder entitled to vote at least 15 days prior, unless a greater period of notice is required by statute in a particular case.

Section 5. Quorum: A majority of the outstanding shares of the corporation entitled to vote, represented in a person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares entitled to vote is represented at a meeting, a majority of the shares so represented, may adjourn the meeting at anytime without further notice. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 6. Proxies: Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after one year from its date, unless the proxy provides for a longer period, as allowable by law. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. All proxies shall be filed with the Secretary of the meeting before being voted upon.

Section 7. Notice of Meetings: Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting

as called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 8. Consent In Lieu of Meetings: Any action required to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9. List of Stockholders: The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. No share of stock of which any installment is due and unpaid shall be voted at any meeting. The list shall not be open to the examination of any stockholder, for any purpose, except as required by Delaware law. The list shall be kept either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

ARTICLE IV - DIRECTORS

Section 1. The business and affairs of this corporation shall be managed by its Board of Directors. Each director shall be elected for a term of one year, and until his successor shall qualify or until his earlier resignation or removal.

Section 2. Regular Meetings: Regular meetings of the Board of Directors shall be held without notice according to the schedule of the regular meetings of the Board of Directors which shall be distributed to each Board member at the first meeting each year. The regular meetings shall be held at such place as shall be determined by the Board. Regular meetings, in excess of the one Annual meeting (Art. III Sec. 2) shall not be required if deemed unnecessary by the Board.

Section 3. Special Meetings: Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors on 5 days notice to all directors, either personally or by mail, courier service, E-Mail or telecopy; special meetings may be called by the President or Secretary in like manner and on like notice by written request to the Chairman of the Board of Directors.

Section 4. Quorum: A majority of the total number of directors shall constitute a quorum of any regular or special meetings of the Directors for the transaction of business.

Section 5. Consent In Lieu of Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. The Board of Directors may hold its meetings, and have an office or offices anywhere in the world, within or outside of the state of Delaware.

Section 6. Conference Telephone: Directors may participate in a meeting of the Board, of a committee of the Board or of the stockholders, by means of voice conference telephone or video conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

Section 7. Compensation: Directors as such shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum per meeting and any expenses of attendance, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 8. Removal: A director may be removed, with or without cause, by the holders of a



majority of the shares then entitled to vote at an election of directors, in accordance with the laws of Delaware.

ARTICLE V - OFFICERS

Section 1. The executive officers of the corporation shall be chosen by the Board of Directors. They shall be President, Secretary, Treasurer, one or more Vice Presidents and such other officers as the Board of Directors shall deem necessary. The Board of Directors may also choose a Chairman from among its own members. Any number of offices may be held by the same person.

Section 2. Salaries: Salaries of all officers and agents of the corporation shall be determined and fixed by the Board of Directors.

Section 3. Term of Office: The officers of the corporation shall serve at the pleasure of the Board of Directors and shall hold office until their successors are chosen and have qualified. Any officer or agent elected or appointed by the Board may be removed by the Board of Directors whenever, in its judgment, the best interest of the corporation will be served thereby.

Section 4. President: The president shall be chief executive officer of the corporation; he shall preside at all meetings of the stockholders and directors; he shall have general and active management of the business of the corporation. He shall be EXOFFICIO a member of all committees, and shall have the general power and duties of supervision and management, as defined by the Board of Directors.

Section 5. Secretary: The Secretary shall attend all sessions of the board and all meetings of the stockholders and act as clerk thereof, and record all votes of the corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all the committees of the Board of Directors when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and such other duties as may be prescribed by the Board of Directors or President, under whose supervision shall be. He shall keep in safe custody the corporate seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it.

Section 6. Treasurer: The treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall keep the moneys of the corporation in a separate account to the credit of the corporation. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

ARTICLE VI - VACANCIES

Section 1. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, shall be filled by the Board of Directors. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or cause, the corporation should have no directors in office, then any officer or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of these by-laws.

Section 2. Resignations Effected at Future Date: When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

ARTICLE VII - CORPORATE RECORDS

Section 1. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours of business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its minute of Stockholder meetings for the past two years. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of

attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office or at its principal place of business.

ARTICLE VIII - STOCK CERTIFICATES, DIVIDENDS, ETC.

Section 1. The stock certificates of the corporation shall be numbered and registered in the Stock Transfer Ledger and transfer books of the corporation as they are issued. They shall bear the corporate seal and shall be signed by the President and the Secretary.

Section 2. Transfers: Transfers of the shares shall be made on the books of the corporation upon surrender of the certificates therefore, endorsed by the person named in the certificate or by attorney, lawfully constituted in writing. No transfer shall be made which is inconsistent with applicable law.

Section 3. Lost Certificate: The corporation may issue a new stock certificate in place of any certificate theretofore signed by it, alleged to have been lost, stolen, or destroyed.

Section 4. Record Date: In order that the corporation may determine stockholders entitled to notice of or to vote at any meeting of stockholders on any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days prior to any other action.

If no record date is fixed:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if the notice is waived, at the close of the business on the day next preceding the day on which the meeting is held.

(b) The record date for which determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(d) A determination of stockholders of record entitled to notice of or vote at a meeting of stockholders shall apply to any adjournment of the meeting: provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Dividends: The Board of Directors may declare and pay dividends upon the outstanding shares of the corporation from time to time and to such extent as they deem advisable, in the manner and upon the terms and conditions provided by statute and the Certificate of Incorporation.

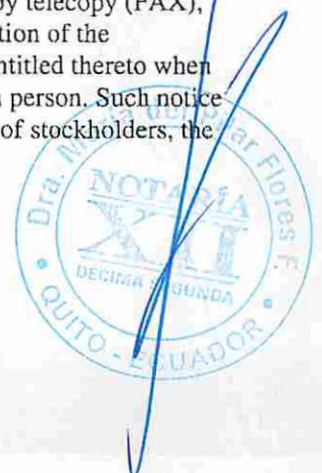
Section 6. Reserves: Before payment of any dividend there may be set aside out of the net profits of the corporation such sum or sums as the directors, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining the property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve in the manner in which it was created.

ARTICLE IX - MISCELLANEOUS PROVISIONS

Section 1. Checks: All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 2. Fiscal Year: The fiscal year shall begin on the first day of January of every year, unless this section is amended according to Delaware Law.

Section 3. Notice: Whenever written notice is required to be given to any person, it may be given to such a person, either personally or by sending a copy thereof through the mail, or by telecopy (FAX), or by telegram, charges prepaid, to his address appearing on the books of the corporation of the corporation, or supplied by him to the corporation to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office for transmission to such person. Such notice shall specify the place, day and hour of meeting and, in the case of a special meeting of stockholders, the



general nature of business to be transacted.

Section 4. Waiver of Notice: Whenever any written notice is required by statute, or by Certificate or the by-laws of this corporation a waiver thereof in writing, signed by the person or persons entitled to such a notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of stockholders, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a person either in person or by proxy at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was unlawfully convened.

Section 5. Disallowed Compensation: Any payments made to an officer or employee of the corporation such as a salary, commission, bonus, interest, rent, travel or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or employee to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a Board, to enforce payment of each amount disallowed in lieu of payment by the officer or employee, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 6. Resignations: Any director or other officer may resign at any time, such resignation to be in writing, and to take effect from the time of its receipt by the corporation, unless some time to be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE X - LIABILITY

Section 1. Stockholder liability is limited to the stock held in the corporation.

Section 2. No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Tenth shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

ARTICLE XI - AMENDMENTS

Section 1. These bylaws may be amended or repealed by the vote of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast thereon, at any regular or special meeting of the stockholders, duly convened after notice to the stockholders of that purpose.



EXHIBIT B

Form of Common Stock Certificate

E-7



certificate number

number of shares

STOCK CERTIFICATE

PANA INVEST CO.

Corporate Name

Incorporated in: _____ shares, at _____ par value.

has a total authorized amount of _____

This is to certify that _____ is the owner of _____ shares of _____ stock of the above named corporation, which are non-assessable, fully paid shares. The transfer of these shares must be done in accordance with the by-laws of the named corporation, in person, or by a duly appointed attorney or officer of the named corporation, and recorded in the books of the corporation.

President

Secretary

Treasurer

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its duly authorized officers this 17th day of October, 2019.



EXHIBIT C
Technology Assignment Agreement

E-8



TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (the "Agreement") is entered as of November 05, 2019 between Pana Invest Co., a Delaware corporation (the "Company"), and _____, an individual ("Developer"). The assignment and stock issuance hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 351.

1. Assignment. Developer hereby assigns to the Company exclusively throughout the world all right, title and interest (whether or not now existing) in the (i) subject matter referred to in Exhibit A ("Technology"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing and (iv) all licenses, permits, concessions, franchises, agreements, businesses and partnerships entered into, developed or obtained by the Developer in order to operate, exploit and commercialize the Technology ((i), (ii), (iii) and (iv) are collectively "Intellectual Property").

Developer hereby grants to the Company the right in any country to any Intellectual Property registration, pending applications, titles and interests filed under his or her name for the Technology ("Intellectual Property Registrations"). Developer shall inform the Company of any Intellectual Property Registrations upon signature of this Agreement and must proceed to initiate a filing to grant ownership to Company. Such filing must be done before any national and/or foreign authorities where Intellectual Property Registrations have taken place, and must be initiated within 45 days upon signature of this Agreement. Developer shall provide proof of the initiation of the filings no later than a day after the deadline specified in this paragraph.

2. Compensation. The Company agrees to provide to Developer _____ shares of Common Stock of the Company on the date of this Agreement pursuant to the provisions of a Stock Purchase Agreement of even date herewith between the Company and Developer. Such shares shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

3. Further Assurances; Moral Rights; Competition; Marketing.

3.1 Developer agrees to assist the Company in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Developer's signature to any document requested by the Company under this Section 3.1, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Developer's behalf and instead of Developer, to execute and file any such document or

documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Developer.

3.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Developer retains any such Moral Rights under applicable law, Developer hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Company; Developer agrees not to assert any Moral Rights with respect thereto. Developer will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

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C
4. Confidential Information. Developer will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Developer (i) can document that it is generally available (through no fault of Developer) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to the Proprietary Information and Inventions Agreement by and between Developer and the Company of even date herewith. Developer recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

5. Warranty. Developer represents and warrants to the Company that the Developer (i) was the sole owner (other than the Company) of all rights, title and interest in the Intellectual Property and the Technology, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Technology or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Technology, (v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1 and (iv) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

6. Indemnification: Developer agrees to disclose any possible claims or pending claims that could arise with third parties in connection with the Technology, Intellectual Property and Intellectual Property Registrations and shall indemnify and defend the Company against any and all liability, damages, costs and expenses, including reasonable attorneys' fees and costs for such claims.

7. Miscellaneous. This Agreement is not assignable or transferable by Developer without the prior written consent of the Company; any attempt to do so shall be void; this Agreement is fully assignable and transferable by the Company. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration



in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any United States court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in a United States court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator(s) to have prevailed on the major disputed issues. Developer hereby consents to the arbitration in the State of Delaware. Developer waives its right to submit a dispute against the Company for determination by a court and thereby also waives the right to a jury or court trial with respect to the Intellectual Property and any Intellectual Property Registration in any national or foreign jurisdiction. Parties agree to hold each other harmless and indemnify each other for any breach of warranties or obligations in this Agreement, including claims, damages and reasonable attorney's fees. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to the Company and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Developer without the Company's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

Company:
PANA INVEST CO.

By: _____
Juan David Nunez Hurtado, President.

16192 Coastal Highway, City of Lewes, County
of Sussex, State of Delaware, 19958

Developer:



EXHIBIT A
TO TECHNOLOGY ASSIGNMENT AGREEMENT

Anything relating to or useful in connection with the current or anticipated business or research or development of the Company. As well as all technology, inventions, concepts, information, know-how, and any related materials, including without limitation, all business plans, technical plans, specifications, templates, demonstration versions, equipment, patent applications, and software for or relating (in any manner) to the development, marketing, distribution, sale, support and operation of the Company's services (electronic devices designs, online platform, software development), including, but not limited to, the following items: Business plan and all software code developed by _____.

A handwritten signature in blue ink, consisting of a large, stylized 'Z' or 'S' shape, located in the bottom left corner of the page.

EXHIBIT D

Form of Proprietary Information and Inventions Agreement

7.
8.
9.

E-9



PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Pana Invest Co. a Delaware corporation (the "Company") and I () have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company or any of its affiliates that I may have had prior to actually becoming an employee) with the Company or any of its affiliates in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all Inventions (as defined below) and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is an Excluded Invention (as defined below) so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights. As used in this Agreement, "Inventions" means inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by applicable law; provided that 'Inventions' will not include anything that is an Excluded Invention (as defined below). As used in this Agreement, "Excluded Inventions" means anything that both (i) is made, conceived and reduce to practice entirely by me, entirely on my own time, and without use of any Company facilities, equipment, resources, or Proprietary Information and (ii) is not related or applicable to the then-current or demonstrably anticipated business or research and development of the Company.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company. Furthermore, I agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, Company may and is hereby authorized to (and to allow others to) use my name and/or likeness in connection with promotion of its business, products or services. To the extent any of the foregoing is ineffective under applicable law, I hereby provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

8. 4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

9. 5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.



8. I hereby waive any and all rights to make any intellectual property claim against the Company for the works I create within the scope of my employment, including, but not limited to, copyrights, patents, design patents, utility patents, trade secrets and trademarks. My waiver is extended to any jurisdiction in the United States of America and any other foreign country.

9. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

10. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable State of Delaware law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: November 05, 2019

Accepted and Agreed to:
PANA INVEST CO.

By: _____
Juan David Nunez Hurtado, President.

APPENDIX A

California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.



EXHIBIT E
Stock Purchase Agreement

STOCK PURCHASE AGREEMENT (WITH ACCELERATION)

THIS STOCK PURCHASE AGREEMENT is entered into as of October 17, 2019, by Pana Invest Co., a Delaware corporation (the "Company"), and _____ (the "Purchaser").

SECTION 1. ACQUISITION OF SHARES.

(a) **Transfer.** On the terms and conditions set forth in this Agreement, the Company agrees to transfer _____ Shares to the Purchaser of _____ par value each. The transfer shall occur at the offices of the Company on the date set forth above or at such other place and time as the parties may agree.

(b) **Consideration.** The Purchaser agrees to assign to the Company all intellectual property rights, pursuant to the Technology Assignment Agreement attached hereto as Exhibit II, in exchange for the Purchased Shares.

(c) **Defined Terms.** Capitalized terms not defined above are defined in Section 12 of this Agreement.

SECTION 2. RIGHT OF FIRST REFUSAL.

(a) **Right of First Refusal.** In the event that the Purchaser proposes to sell, pledge or otherwise transfer to a third party any Purchased Shares, or any interest in Purchased Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Purchased Shares. If the Purchaser desires to transfer Purchased Shares, the Purchaser shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Purchased Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Purchaser and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Purchased Shares. The Company shall have the right to purchase all, and not less than all, of the Purchased Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) **Transfer of Shares.** If the Company fails to exercise its Right of First Refusal within 30 days after receiving the Transfer Notice, the Purchaser may, not later than 90 days after the Company received the Transfer Notice, conclude a transfer of the Purchased Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and



foreign securities laws and not in violation of any other contractual restrictions to which the Purchaser is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Purchaser, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Purchased Shares on the terms set forth in the Transfer Notice within 60 days after the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Purchased Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Purchased Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Purchased Shares subject to this Section 3 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Purchased Shares subject to this Section 3.

(d) **Termination of Right of First Refusal.** Any other provision of this Section 3 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Purchaser desires to transfer Purchased Shares, the Company shall have no Right of First Refusal, and the Purchaser shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers.** This Section 3 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Purchaser's Immediate Family or to a trust established by the Purchaser for the benefit of the Purchaser and/or one or more members of the Purchaser's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Purchaser transfers any Purchased Shares, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Purchaser.

(f) **Termination of Rights as Stockholder.** If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 3, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) **Assignment of Right of First Refusal.** The Board of Directors may freely assign the Company's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company's rights and obligations under this Section 3.

SECTION 3. OTHER RESTRICTIONS ON TRANSFER.

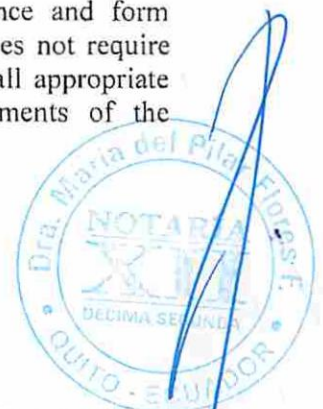
(a) **Purchaser Representations.** In connection with the issuance and acquisition of Shares under this Agreement, the Purchaser hereby represents and warrants to the Company as follows:

(i) The Purchaser is acquiring and will hold the Purchased Shares for investment for his or her account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(ii) The Purchaser understands that the Purchased Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Purchased Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or the Purchaser obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required. The Purchaser further acknowledges and understands that the Company is under no obligation to register the Purchased Shares.

(iii) The Purchaser is aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions, including (without limitation) the availability of certain current public information about the issuer, the resale occurring only after the holding period required by Rule 144 has been satisfied, the sale occurring through an unsolicited "broker's transaction," and the amount of securities being sold during any three-month period not exceeding specified limitations. The Purchaser acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

(iv) The Purchaser will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act. The Purchaser agrees that he or she will not dispose of the Purchased Shares unless and until he or she has complied with all requirements of this Agreement applicable to the disposition of Purchased Shares and he or she has provided the Company with written assurances, in substance and form satisfactory to the Company, that (A) the proposed disposition does not require registration of the Purchased Shares under the Securities Act or all appropriate action necessary for compliance with the registration requirements of the



Securities Act or with any exemption from registration available under the Securities Act (including Rule 144) has been taken and (B) the proposed disposition will not result in the contravention of any transfer restrictions applicable to the Purchased Shares under state securities law.

(v) The Purchaser has been furnished with, and has had access to, such information as he or she considers necessary or appropriate for deciding whether to invest in the Purchased Shares, and the Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.

(vi) The Purchaser is aware that his or her investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. The Purchaser is able, without impairing his or her financial condition, to hold the Purchased Shares for an indefinite period and to suffer a complete loss of his or her investment in the Purchased Shares.

(b) **Securities Law Restrictions.** Regardless of whether the offering and sale of Shares under this Agreement have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of the Purchased Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

(c) **Market Stand-Off.** In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Purchaser or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Purchased Shares without the prior written consent of the Company or its managing underwriter. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible,

shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Purchased Shares until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (c). This Subsection (c) shall not apply to Shares registered in the public offering under the Securities Act.

(d) **Rights of the Company.** The Company shall not be required to (i) transfer on its books any Purchased Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Purchased Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom Purchased Shares have been transferred in contravention of this Agreement.

SECTION 4. SUCCESSORS AND ASSIGNS.

Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon the Purchaser and the Purchaser's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

SECTION 5. NO RETENTION RIGHTS.

Nothing in this Agreement shall confer upon the Purchaser any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Purchaser) or of the Purchaser, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

SECTION 6. TAX ELECTION.

The acquisition of the Purchased Shares may result in adverse tax consequences that may be avoided or mitigated by filing an election under Code Section 83(b). Such election may be filed only within 30 days after the date of purchase. The form for making the Code Section 83(b) election is attached to this Agreement as Exhibit I. **The Purchaser should consult with his or her tax advisor to determine the tax consequences of acquiring the Purchased Shares and the advantages and disadvantages of filing the Code Section 83(b) election. The Purchaser acknowledges that it is his or her sole responsibility, and not the Company's, to file a timely election under Code Section 83(b), even if the Purchaser requests the Company or its representatives to make this filing on his or her behalf.**

SECTION 7. LEGENDS.

All certificates evidencing Purchased Shares shall bear the following legends:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN



AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES AND CERTAIN REPURCHASE RIGHTS UPON TERMINATION OF SERVICE WITH THE COMPANY. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

If required by the authorities of any State in connection with the issuance of the Purchased Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

SECTION 8. NOTICE.

Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Purchaser at the address that he or she most recently provided to the Company in accordance with this Section 9.

SECTION 9. ENTIRE AGREEMENT.

This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

SECTION 10. CHOICE OF LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

SECTION 11. DEFINITIONS.

- (a) "Agreement" shall mean this Stock Purchase Agreement.

(b) **"Board of Directors"** shall mean the Board of Directors of the Company, as constituted from time to time.

(c) **"Cause"** shall mean:

(i) An unauthorized use or disclosure by the Purchaser of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company;

(ii) A material breach by the Purchaser of any agreement between the Purchaser and the Company;

(iii) A material failure by the Purchaser to comply with the Company's written policies or rules;

(iv) The Purchaser's conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State thereof;

(v) The Purchaser's gross negligence or willful misconduct;

(vi) A continuing failure by the Purchaser to perform assigned duties after receiving written notification of such failure from the Board of Directors; or

(vii) A failure by the Purchaser to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested the Purchaser's cooperation.

(d) **"Change in Control"** shall mean (i) the consummation of a merger or consolidation of the Company with or into another entity (ii) the dissolution, liquidation or winding up of the Company or (iii) a sale of all or substantially all of the Company's assets. The foregoing notwithstanding, a merger or consolidation of the Company shall not constitute a "Change in Control" if immediately after such merger or consolidation a majority of the voting power of the capital stock of the continuing or surviving entity, or any direct or indirect parent corporation of such continuing or surviving entity, will be owned by the persons who were the Company's stockholders immediately prior to such merger or consolidation in substantially the same proportions as their ownership of the voting power of the Company's capital stock immediately prior to such merger or consolidation.

(e) **"Code"** shall mean the Internal Revenue Code of 1986, as amended.

(f) **"Consultant"** shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and members of the Board of Directors.

(g) **"Employee"** shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.



(h) **"Fair Market Value"** shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(i) **"Good Reason"** shall mean that the Purchaser resigns within 12 months after one of the following conditions has come into existence without his or her consent:

(i) A reduction in the Purchaser's base salary by more than 10%;

(ii) A material diminution of the Purchaser's authority, duties or responsibilities; or

(iii) A relocation of the Purchaser's principal workplace by more than 30 miles.

A condition shall not be considered "Good Reason" unless the Purchaser gives the Company written notice of such condition within 90 days after such condition comes into existence and the Company fails to remedy such condition within 30 days after receiving the Purchaser's written notice.

(j) **"Immediate Family"** shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(k) **"Involuntary Termination"** shall mean the termination of the Purchaser's Service by reason of:

(i) The involuntary discharge of the Purchaser by the Company (or the Parent or Subsidiary employing him or her) for reasons other than Cause; or

(ii) The voluntary resignation of the Purchaser for Good Reason.

(l) **"Parent"** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(m) **"Purchased Shares"** shall mean the Shares purchased by the Purchaser pursuant to this Agreement.

(n) **"Purchase Price"** shall mean the Fair Market Value of \$ 0.00001 per share.

(o) **"Repurchase Period"** shall mean a period of 180 consecutive days commencing on the date when the Purchaser's Service terminates for any reason, including (without limitation) death or disability.

(p) **"Restricted Share"** shall mean a Purchased Share that is subject to the Right of Repurchase.

(q) **"Right of First Refusal"** shall mean the Company's right of first refusal described in Section 3.

(r) **"Right of Repurchase"** shall mean the Company's right of repurchase described in Section 2.

(s) **"Securities Act"** shall mean the Securities Act of 1933, as amended.

(t) **"Service"** shall mean service as an Employee or Consultant.

(u) **"Share"** shall mean one share of Stock.

(v) **"Stock"** shall mean the Common Stock of the Company.

(w) **"Subsidiary"** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(x) **"Transferee"** shall mean any person to whom the Purchaser has directly or indirectly transferred any Purchased Share.

(y) **"Transfer Notice"** shall mean the notice of a proposed transfer of Purchased Shares described in Section 3.

(z) **"Vesting Commencement Date"** shall mean the date of this Stock Purchase Agreement.



IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

PURCHASER:

Address:

NOTARIA DÉCIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5
Art. 18 de la Ley Notarial, doy fe que las copias
que en.....fojas anteceden son iguales a
los documentos presentados ante mí.

Quito,

27 NOV. 2019

NOTARÍA
XII

Dra. María del Pilar Flores Flores
NOTARIA DÉCIMO SEGUNDA

[Handwritten signature]

REPÚBLICA DEL ECUADOR
DIRECCIÓN GENERAL DE REGISTRO CIVIL
IDENTIFICACIÓN Y CÉDULA

CÉDULA DE
CIUDADANÍA
APELLIDOS Y NOMBRES
NOEL ROMO
DAVID CRISTOPHER
LUGAR DE NACIMIENTO
ESMERALDAS
ESMERALDAS
ESMERALDAS
FECHA DE NACIMIENTO **1992-03-28**
NACIONALIDAD **ECUATORIANA**
SEXO **HOMBRE**
ESTADO CIVIL **SOLTERO**

N° **080191434-2**



INSTRUCCIÓN **PROFESIÓN / OCUPACIÓN**
BÁSICA **ESTUDIANTE**
APELLIDOS Y NOMBRES DEL PADRE
NOEL LAINE DIDIER JEAN
APELLIDOS Y NOMBRES DE LA MADRE
ROMO ALTAMIRANO CONSUELO ROMARA
LUGAR Y FECHA DE EMISIÓN
ESMERALDAS - DUPLICADO
2012-09-06
FECHA DE EXPIRACIÓN
2022-09-06

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REPÚBLICA DEL ECUADOR
CERTIFICADO DE VOTACIÓN, DUPLICADO
EXERCICIO O PAGO DE MULTA

Elec. Seco 2019 y Dena. de Autoridades del CPCCS
080191434-2 014 - 0101

NOEL ROMO DAVID CRISTOPHER
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ATACAMES ATACAMES
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6353353 24/09/2019 15:33:15

NOTARÍA DÉCIMO SEGUNDA DEL CANTÓN QUITO
De acuerdo con la facultad prevista en el numeral 5 del
Art. 18 de la Ley Notarial, doy fe que la COPIA que
antecede es igual al documento presentado ante mí

Quito,

27 NOV. 2019

NOTARÍA
XII

Dra. María del Pilar Flores Flores
NOTARÍA DÉCIMO SEGUNDA



PÁGINA SIN
CONTENIDO

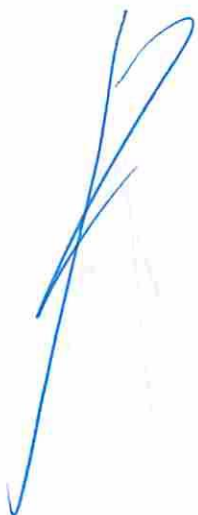
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CERTIFICADO DIGITAL DE DATOS DE IDENTIDAD



Número único de identificación: 0801914342

Nombres del ciudadano: NOEL ROMO DAVID CRISTOPHER

Condición del cedulaado: CIUDADANO

Lugar de nacimiento:

ECUADOR/ESMERALDAS/ESMERALDAS/ESMERALDAS

Fecha de nacimiento: 28 DE MARZO DE 1992

Nacionalidad: ECUATORIANA

Sexo: HOMBRE

Instrucción: BASICA

Profesión: ESTUDIANTE

Estado Civil: SOLTERO

Cónyuge: No Registra

Fecha de Matrimonio: No Registra

Nombres del padre: NOEL LAINE DIDIER JEAN

Nacionalidad: FRANCESA

Nombres de la madre: ROMO ALTAMIRANO CONSUELO XIOMARA

Nacionalidad: ECUATORIANA

Fecha de expedición: 6 DE SEPTIEMBRE DE 2012

Condición de donante: SI DONANTE POR LEY

Información certificada a la fecha: 27 DE NOVIEMBRE DE 2019

Emisor: JULIO ANDRES CAZA TOAPANTA - PICHINCHA-QUITO-NT 12 - PICHINCHA - QUITO

N° de certificado: 190-280-41831



190-280-41831

Lcdo. Vicente Taiano G.

Director General del Registro Civil, Identificación y Cedulación
Documento firmado electrónicamente



PÁGINA SIN
CONTENIDO

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