

LOAN AGREEMENT

This Agreement is applicable as of 23 January 2024,

BETWEEN:

(1) **Byron Powell** of 27 Avenue Princesse Grace, Monaco,

hereafter referred to as the “**Lender**”

AND

(2) **Foxlabs Investments**

hereafter referred to as the “**Borrower**”

The Lender and the Borrower are hereafter individually referred to as a “**Party**” and together as the “**Parties**”

1. LOAN

The Lender agrees to make available to the Borrower, sums in an aggregated principal amount of USD 10,00,000 (ten million dollars) (the “**Loan**”) for the purpose of funding its general working capital requirements directly and for entities which it owns and for no other purpose (the “**Designated Purpose**”).

The Borrower may draw down on any undrawn portion of the Loan by way of 5 (five) days written notice to the Lender.

2. INTEREST RATE

The rate of interest on any outstanding / drawn portion of the Loan is 10.0% (ten percent) per year and shall accrue daily and be compounded annually.

The interest rate is determined with reference to the duration and unsecured nature of the loan.

The interest payable shall be calculated on the exact number of days elapsed between the date of wire transfer of the funds and the repayment of the Loan, on the basis of a 365 day year.

The interest and capital shall be payable on the repayment date pursuant to clause 3 herein below.

the rate of interest on the Loan shall escalate to 15.0% (fifteen percent) per annum, with effect from the Repayment Date.

3. REPAYMENT

The Loan is made available for draw down for a period starting on 1 February 2024 and shall be repayable from any freely available cash flow subject to a long stop date of 31 January 2029 (the “**Repayment Date**”).

4. PREPAYMENT AND CANCELLATION

The Borrower is entitled, in its discretion, to repay any outstanding portion of the Loan (including all accrued interest), in whole or in part, at any time without penalty.

The Borrower may, if it gives the Lender not less than 3 (three) Business Days’ prior notice (or such lesser period as the Lender may agree), prepay the whole or any outstanding part of the Loan (together with all interest accrued on it). If the whole or any part of the outstanding portion of the Loan is prepaid, an amount of the capital of the Loan (equal to the amount which the Borrower prepaid) will be deemed to be cancelled on the date of the prepayment.

5. PAYMENTS

All payments under this agreement shall be made in EUR currency, day of payment value and shall be subject to deduction of tax if required.

6. REPRESENTATIONS AND WARRANTIES

The Borrower acknowledges that the Lender has entered into this Agreement in reliance on representations by the Borrower on the following terms and the Borrower hereby accordingly warrants and represents to the Lender that:

- a) the Borrower's obligations under this Agreement are valid, binding and enforceable in accordance with their terms;
- b) no event has occurred which constitutes (or with the giving of notice or lapse of time or both would constitute) an Event of Default (as defined in clause 7 below);
- c) no litigation, arbitration or proceeding is taking place, pending or to its knowledge, threatened against the Borrower or any of its assets which may have a material adverse effect on its financial condition;
- d) the Borrower shall use the Loan for the Designated Purpose only;

- e) each of the above warranties will be correct and complied with in all respects for

so long as any sum remains payable under this Agreement.

7. EVENTS OF DEFAULT

Upon the occurrence of any of the following events of default (each an “**Event of Default**”),

- a) The Borrower defaulting in the due performance and observation of any provision contained in this agreement;
- b) The Borrower failing to perform any payment obligation pursuant to this agreement;
- c) The Borrower becoming insolvent and/or being declared bankrupt;
- d) The appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets

and if the Borrower has not remedied these events of default within 5 (five) days from receipt of a notice by the Lender, this agreement is without any further notice to the Borrower, automatically terminated, and forthwith the principal and any accrued interest of the Loan shall be automatically, and without any further notice to the Borrower, become due and payable, which the Borrower expressly accepts.

7. ASSIGNMENT

The Lender may assign or transfer any of its rights, benefits or obligations under this Agreement without the consent of the Borrower.

In the event of the Lender making such assignment or transfer, it will notify the Borrower of the details of the person to whom such assignment or transfer was made.

Each Party confirms that it is acting on its own behalf and not on behalf of any other person.

8. VARIATION AND WAIVER

Should the Loan not be fully repaid on or before the Repayment Date pursuant to clause 3 above, the term for the repayment of the Loan shall be extended and the loan shall be repayable on written demand by the Lender.

Any variation of this Agreement must be in writing and signed by or on behalf of the Parties.

applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement thereof.

No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies

9. NOTICES

All notices in connection with this agreement shall be given by registered email

a) To the Lender:
For the attention of: Byron Powell
Email address: byron@petzercapital.com

b) To the Borrower:
For the attention of: Denise Belfiore
Email address: admin@paradym.io

All such notices shall be effective upon receipt, it is understood that an email is deemed to be received on the date it was sent.

The Parties shall immediately communicate any change of email address and/or address of the registered office.

10. GENERAL

If a provision of this agreement should be or become invalid in whole or in part or if this agreement should contain a contractual gap, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, such reasonable provision shall apply which, as far as legally permissible, that approximates what the Parties to the agreement intended. For the purpose of filling a contractual gap, such reasonable provision shall apply which the Parties would have agreed to in view of the purpose of this agreement if they had considered the issue.

Any amendments to this agreement must be done in writing and duly executed by both Parties.

11. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by, and construed in accordance with the law of

England and Wales.

The parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement.

12. RESERVATIONS OF RIGHTS: CUMULATIVE REMEDIES

No failure or delay on the Borrower's part in exercising any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein are cumulative and not exclusive of any remedies provided by law.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly signed by their authorised representative.

For the **Borrower**



Name: Byron Powell
Function: Director

For the **Lender**



Name: Byron Powell