

This loan agreement (the “**Agreement**”) is dated 9th November 2022 and made between:

- (1) **Castech LTD**, a company duly registered in Malta under the company number C53368 and with its registered address at Block 6, Floor 4, Paceville Avenue Street, St Julians STJ3109, MALTA (the “**Lender**”); and
- (2) **Magicporo Ltd**, a company duly registered in Cyprus under the company number HE435042 and with its registered address at 61 Lordou Vironos Street, Lumiel Building, 4th floor, 6023 Larnaca, Cyprus (the “**Borrower**”).

1 DEFINITIONS

“**Final Maturity Date**” means 8th November 2023;

“**Interest Rate**” means an annual interest rate equal to 5 per cent;

“**Loan**” means the EUR 300 000 loan advanced by the Lender to the Borrower under this Agreement;

“**Loan Date**” means the date of this Agreement; and

“**EUR**” means Euro.

2 FACILITY

The Lender hereby confirms the provision of the Loan.

3 DISBURSEMENT

Payment of the Loan from the Lender to the Borrower shall be made by transferring EUR 300 000 in cash to the bank account nominated by the Borrower no later than seven (7) days from the Loan Date or from the date when such bank account has been nominated by the Borrower.

4 REPAYMENT AND PREPAYMENT

4.1 Repayment at Final Maturity

The Borrower shall, at the latest, on the Final Maturity Date repay the Loan in cash and all accrued and capitalised interest to the Lender in one payment in EUR.

4.2 Prepayment

The Borrower has the right to repay The Loan (including accrued interest) at any time it so chose but not later than on the Final Maturity Date.

4.3 Security

The Loan will be unsecured.

5 INTEREST

5.1 Annual Interest Rate shall be calculated from the Loan Date and until the day the Loan is repaid in full. Accrued Interest Rate shall be payable when the Loan is paid and in accordance with the repayment or prepayment provisions of this Agreement.

5.2 Interest is computed on the actual number of days elapsed on a 360 days/year basis.

6 PAYMENTS

All payments owed by the Borrower pursuant to this Agreement shall be made to the Lender in EUR to such bank account as notified by the Lender to the Borrower.

7 NOTICES

Any correspondence, reports, announcements, consultations, documentation and communication between the parties under this Agreement shall be in the English language and shall be in writing, by mail or e-mail.

8 MISCELLANEOUS

8.1 Amendments

Any alteration, amendment to or waiver of any provision of this Agreement shall be in writing and requires the written consent of both parties.

8.2 Severability

Should any provision of this Agreement be or become wholly or partly invalid, then the remaining provisions shall remain valid. Invalid provisions shall be replaced in accordance with the intent of the parties and the purpose of this Agreement.

9 DISPUTES AND ARBITRATION

9.1 This Agreement shall be governed by and construed in accordance with the laws of Malta.

9.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity of the Agreement, shall be settled by arbitration.

- 9.3 The arbitral tribunal shall be composed of a sole arbitrator. The place of the arbitration shall be Malta, and the language to be used in the arbitral proceedings shall be English, unless otherwise agreed between the parties.
- 9.4 The Borrower and the Lender undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties to this Agreement. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other parties in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.
- 9.5 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this Section 9.
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CASTECH LTD



By: Daniel Eskola

MAGICPORO LIMITED



By: Kyriakos Kyriakou