

LOAN AGREEMENT

Loan Agreement ("Agreement") entered this 1st January, 2024, and effective as of the same date between:

Parties:

Nikhil Suresh Nanda, Indian national with passport number Z 5456826, a private individual and investor, 100% owner of FBC BV (hereafter: the "Lender"),

And

FBC BV a company incorporated and registered under the laws of Curaçao, company registration no. 157 945, with address at Emancipatie Boulevard, Dominico F. Don Martina 31, Curaçao (hereafter: the "Borrower")

WHEREBY IT IS HEREBY AGREED AS FOLLOWS:

1. The Lender will lend, and the Borrower will borrow a principal loan facility of USD 2 400 000 (the "Principal Amount"; the "Loan")
2. The Borrower has the discretion to draw down up to USD 200 000 monthly of the Loan.
3. Parties agree that loan shall be used for the sole purpose of paying operational expenses by the Borrower in the Company. Upon Lender's request the Borrower shall provide cost budget estimations for each loan transfer request.
4. The loan shall bear Libor + 1% annual interest rate on the loan amounts transferred to the Borrower. Parties may agree to modify the interest rate by signing an addendum to this Agreement.
5. The loan amount which has been drawn and the accumulated interest shall be redeemed by December 31, 2028 (the "Planned Redemption Date") and redemption on an earlier date shall be permitted.
6. The parties are permitted to postpone the redemption date or the manner of calculation of interest (if applicable

at any point in time) by signing an addendum to this Agreement.

7. The said Loan or the amount thereof for the time being outstanding shall become immediately repayable in the event the Borrower uses loan for purpose other than the one defined in the clause 3 of the Agreement.
8. The Agreement shall be governed by, construed, and enforced in accordance with the laws of Curacao.
9. Termination Right for Lender: The Lender reserves the right to terminate this Agreement by providing written notice to the Borrower. Upon receipt of such notice, the Borrower shall repay the outstanding principal amount along with accrued interest within 30 days from the date of the notice. Upon full repayment, this Agreement shall be deemed terminated, and both Parties shall have no further obligations towards each other under this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR SIGNATURE.

Date: 4/24/2024

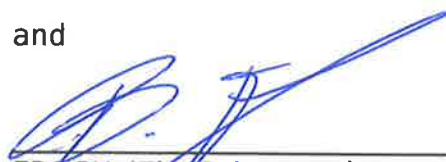
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Mr. Nikhil Suresh Nanda
The Lender



FBC BV (The Borrower)
Annesol Melaria, representing
e-Management N.V., the Director

and



FBC BV (The Borrower)
Bryon Finies, representing
e-Management N.V., the Director