

Loan Agreement

This Agreement is made on the 15.01.2025.

BETWEEN:

- (1) **BI&BI SrLS**, a company incorporated under the laws of Italy with company number 08696730723 and registered address at **Corato (ba), sp 231 km**, Italy represented from the director Murataj Vjollca, (hereinafter referred to as the '**Lender**'); and
- (2) **GB TECH SERVICES N.V.** a company in accordance with the laws of Curaçao, having its principal office at Zuikertuintjeweg Z/N Landhuis Zuikertuin, Curaçao registered in the Trade Register of the Chamber of Commerce of Curaçao under number 163346, duly represented in the purpose hereof by IGA TRUST B.V acting as Managing Director (hereinafter referred to as the '**Borrower**').

Whereas:

- (1) The Lender is willing to grant a loan to the Borrower; and
- (2) The Parties agree to enter into this Loan Agreement (hereinafter referred to as the '**Agreement**') and hereby bind themselves to the terms set out in this Agreement.

IT IS AGREED as follows:

1. The Loan

- 1.1. Subject to the terms and conditions of this Agreement, the Lender agrees to make available to the Borrower a loan in the maximum principal amount of 500.000 € (five hundred thousand euros) (hereinafter referred to as the '**Loan**').
- 1.2. The Borrower shall use the proceeds of the Loan for the purpose of its ordinary business.

2. Availability

- 2.1. The Loan shall be made available to the Borrower upon the execution of this Agreement.

3. Repayment

- 3.1. The Loan shall have no fixed repayment date.
- 3.2. The Borrower shall repay the full principal amount of the Loan within three (3) years from a written demand by the Lender requesting the repayment of the Loan (hereinafter referred to as the 'Repayment Date').

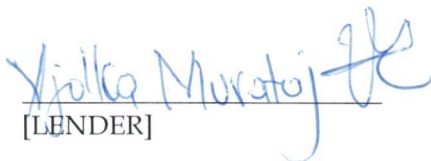
4. Interest

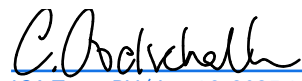
- 4.1. Subject as hereinafter provided, the Loan and any part thereof shall not bear any interest if payment is made to the Lender by the Repayment Date.
- 4.2. If the Borrower defaults in payment when due of any amount, whether principal or otherwise, payable in accordance with the provisions of this Agreement, the Borrower shall pay to the Lender interest on such overdue amount from the due date for payment until actual payment at the rate of two per cent (2%) per annum on the unpaid part of the Loan.
- 4.3. Interest accrued on any overdue amount shall be payable on demand by the Lender, and any such interest not paid on demand shall be added to the overdue sum and itself bear interest accordingly.

5. Governing Law and Jurisdiction

- 5.1. This Agreement and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of Italy.
- 5.2. Each party irrevocably agrees that the courts of Italy shall have exclusive jurisdiction to settle any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been duly executed on the date first written above.


[LENDER]


IGA Trust BV (Jan 16, 2025 14:58 EST)
[BORROWER]

GB Tech Services NV - Loan Agreement

Final Audit Report

2025-01-16

Created:	2025-01-16
By:	Mélanie Zidda Zidda (melanie.zidda@igatrust.com)
Status:	Signed
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 Document created by Mélanie Zidda Zidda (melanie.zidda@igatrust.com)

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 Signer claire@igatrust.com entered name at signing as IGA Trust BV

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 Document e-signed by IGA Trust BV (claire@igatrust.com)

Signature Date: 2025-01-16 - 7:58:37 PM GMT - Time Source: server- IP address: 172.56.78.45

 Agreement completed.

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