

LOAN AGREEMENT

BETWEEN

KAIROS TRADE LIMITED

AND

STYLIANOS ANDREOU

THIS LOAN AGREEMENT (the “Agreement”) is entered into on **03/07/2023** (the “Effective Date”),

BETWEEN:

- 1) **KAIROS TRADE LIMITED**, a company duly incorporated under the laws of Hong Kong with registration number 3196535 and registered office address at 15F, Radio City, 505 Hennessy, Road Causeway Bay, Hong Kong (the “Lender”); and
- 2) **STYLIANOS ANDREOU**, an individual with Cypriot ID 936697 and Cypriot Passport K00482756, and residential address at Salaminos 2, 4131 Pano Polemidia, Limassol, Cyprus (the “Borrower”).

The Lender and the Borrower may hereinafter be collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS:

- A. The Borrower wishes to borrow and the Lender agrees to lend to Borrower an unsecured loan facility, subject to the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

- 1.1 The following definitions apply in this Agreement:

“**Business Day**” means a day other than a Saturday, Sunday or a public holiday in Cyprus and Hong Kong when banks are open for business.

2. LOAN FACILITY

- 2.1 Subject to and in accordance with this Agreement, its terms, conditions and covenants, the Lender hereby agrees and wishes to lend to the Borrower and the Borrower, accepts and wishes to borrow from the Lender, a loan facility for a total amount of **EUR 80,000.00 (eighty thousand euro)** (the “Loan Facility”).
- 2.2 The Loan Facility will be granted to the Borrower either in a single or multiple instalments in such amounts and at such time intervals as shall be agreed between the Parties but in any case, the full amount will be granted prior to the lapse of the Repayment Date.
- 2.3 The Parties agree that the Loan Facility will be deposited to the Borrower’s crypto wallet in the form of USDT.

3. INTEREST

- 3.1 The Parties hereby mutually agree that the Loan Facility shall bear interest at 2%, to be accrued and calculated on an annual basis, and such interest shall be payable together with the repayment of the Loan Facility by the Repayment Date.

4. REPAYMENT

- 4.1 The Borrower shall be required to repay the borrowed Loan Facility, through a single or multiple instalments, within 3 (three) years from the Effective Date (the “Repayment Date”).

4.2 The Borrower has the right to repay the borrowed Loan Facility including any accrued interest at any time before the Repayment Date, with no early repayment penalty.

4.3 Same as clause 2.3 above, the Parties agree that the Loan Facility will be repaid to the Lender's crypto wallet in the form of USDT.

5. UNSECURED LOAN FACILITY

5.1 The Loan Facility shall be made available without security. Nevertheless, the Lender retains all of its lawful rights and the absence of any security shall not operate as a waiver of any right, remedy or power, whether the same or another right, remedy or power of the Lender accrued under this Agreement.

6. BORROWER'S REPRESENTATIONS AND WARRANTIES

6.1 The Borrower makes the following representations and warranties, THAT:

- (i) the execution, delivery and performance of this Agreement, has been duly authorized and is proper;
- (ii) the Borrower has no contingent obligations and at the present time there are no material, unrealized or anticipated losses from any present commitment of the Borrower;
- (iii) there will be no material adverse changes in the financial condition of the Borrower at the time when the Loan Facility is made available to the Borrower;
- (iv) the Borrower's obligations under this Agreement are legal, valid, binding and enforceable in accordance with its respective terms;
- (v) the Borrower will advise the Lender of any material adverse changes which might occur at any time prior to the provision of the Loan Facility; and
- (vi) the above representations and warranties shall be deemed to be continuing until the fulfillment of HER obligations under this Agreement.

7. EVENT OF DEFAULT

7.1 The Borrower shall be in default if any of the following events arises:

- (i) if the Borrower fails to pay any amount due under this Agreement when due, in the currency and in the manner in which it is expressed to be payable, unless such failure is caused solely by a technical or administrative delay or error in the transmission of funds outside the control of the Borrower and such failure is remedied to the satisfaction of the Lender within 5 (five) Business Days from the due date therefor;
- (ii) in the event of assignment by the Borrower for the benefit of creditors;
- (iii) upon the filing of any voluntary or involuntary petition for bankruptcy by or against the Borrower;
- (iv) if the Borrower has breached any representation or warranty specified in this Agreement.

8. SET-OFF

- 8.1 The Lender may at any time set off any liability of the Borrower towards the Lender against any liability of the Lender towards the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.
- 8.2 The Lender shall not be obliged to exercise any of her rights under this clause 9, however, if the Lender wishes to exercise such rights, the Lender shall promptly notify the Borrower for any set-off that is proposed to be made.

9. NOTICES

- 9.1 All notices and communications under this Agreement shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or sent by electronic mail or facsimile transmission to the addresses/electronic mail addresses as specified in this Agreement or to such other addresses, electronic mail addresses as any Party may notify to the other Party by not less than 5 (five) Business Days' notice.
- 9.2 Notices shall be deemed delivered as follows:
- (i) if delivered by hand, when delivered and left at the relevant address; or
 - (ii) if sent by electronic mail, at the expiration of 24 hours after the time it was sent.
- 9.3 Addresses of the Parties:
- For the Lender:**
15F, Radio City, 505 Hennessy, Road Causeway Bay, Hong Kong
Attention of: the Director
- For the Borrower:**
Salaminos 2, 4131 Pano Polemidia, Limassol, Cyprus

10. AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

- 10.1 No amendment of this Agreement shall be effective unless it is made in writing and signed by, or on behalf of, each Party (or their authorised representatives).
- 10.2 A waiver of any right or remedy under this Agreement or by law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 10.3 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement by the Lender shall be effective unless it is in writing.
- 10.4 The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

11. ENTIRE AGREEMENT

11.1 The present Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal successors, heirs and assigns.

11.2 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any previous agreements and understandings, whether oral or written, between the Parties in relation to the subject matter.

12. GOVERNING LAW AND JURISDICTION

12.1 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 by and construed in accordance with the law of Cyprus.

12.2 Each Party irrevocably agrees that, subject as provided below, the courts of Cyprus shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.

[signatures to follow]

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

The Lender



Name: Ostap Petrovich Sinko

Title: Director

For and on behalf of

KAIROS TRADE LIMITED

The Borrower



STYLIANOS ANDREOU