

LOAN AGREEMENT

This Loan Agreement (the "Agreement") is made and entered into as of August 20, 2024, by and between:

SIA "THEVENTU.RE", registration number: 40203500739, a company incorporated under the laws of Latvia, with its registered office at Krisjana Valdemara Street 33 - 6, Riga, LV-1010, Latvia (hereinafter referred to as the "**Lender**");

and

BAMLA LIMITED, registration number: HE449589, a company duly incorporated and existing under the laws of Cyprus, with its registered office at Griva Digeni, 81, Marinos Court, 3rd floor, Flat/Office 301, 6043, Larnaca, Cyprus (hereinafter referred to as the "**Borrower**")

RECITALS

WHEREAS, the Lender agrees to loan the Borrower the principal amount on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. LOAN AMOUNT AND DISBURSEMENT

- 1.1 The Lender agrees to provide the Borrower with a loan of up to €300,000.00 (hereinafter referred to as the "**Loan**"), which may be borrowed either in parts or as a whole, but shall not exceed this amount. The purpose of the Loan is to assist the Company with financing.
- 1.2 The Borrower may request disbursement of any amount up to the total Loan amount, either in full or in partial installments, as needed.
- 1.3 The Loan will be disbursed to the Borrower's designated bank account within 5 business days of receiving the Borrower's request for disbursement.

2. INTEREST RATE

- 2.1 The Borrower shall be required to pay interest at a rate of 6% (six percent) per annum on the principal amount of the Loan.

3. REPAYMENT

- 3.1 The Borrower agrees to repay the principal amount of the Loan, along with any accrued interest, either in full or in parts, but the entire amount must be repaid no later than August 20, 2027.

4. DEFAULT

- 4.1 The Borrower shall be in default if:
 - 4.1.1 The Borrower fails to make any payment when due under this Agreement;
 - 4.1.2 The Borrower becomes insolvent or bankrupt;
 - 4.1.3 The Borrower breaches any other term of this Agreement.
- 4.2 In the event of default, the Lender may declare the entire outstanding principal and accrued interest immediately due and payable.

4.3 If the Borrower fails to make any payment on the due date, a penalty of 0.1% of the outstanding payment shall be applied for each day of delay, increasing daily, but not exceeding a total of 10% of the overdue amount.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each party represents and warrants that:

5.1.1 It has the power and authority to enter into this Agreement;

5.1.2 This Agreement constitutes a valid and binding obligation enforceable against it.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 This Agreement shall be governed by and construed in accordance with the laws of Latvia.

6.2 Any disputes arising out of or in connection with this Agreement shall be resolved by the courts of Latvia in accordance with the laws of the Republic of Latvia.

7. MISCELLANEOUS

7.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

7.2 Any amendments to this Agreement must be in writing and signed by both parties.

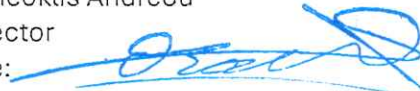
7.3 Notices under this Agreement shall be in writing and sent to the addresses of the parties set forth above.

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

For BAMLA LIMITED:

Name: Theoklis Andreou

Title: Director

Signature: 

Date: 20.8.2024

For SIA "THEVENTU.RE":

Name: Arturs Sarma

Title: Member of the Board

Signature: 

Date: 20.08.2024