

LOAN AGREEMENT

This Loan Agreement (the "Agreement"), dated as of 14th of September, 2022 ("Effective Date") is made by and between **Anton Tlustyy**, a natural person, acting sui juris, a holder of passport issued in Ukraine No. FG590200 on 13th of June, 2017 (the "Lender") and **Andrii Pohuliaiev**, a natural person, acting sui juris, a holder of passport issued in Ukraine No. FT632572 on 21st of December, 2018 (the "Borrower").

The Lender has agreed to make a loan of **One Hundred Fifty Thousand Euro (EUR 150,000)** to Borrower (the "Loan") subject to the terms, covenants and conditions set forth in this Agreement. Accordingly, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Lender and the Borrower agree as follows:

1. Definitions. Certain capitalized terms used in this Agreement are defined on the attached Schedule of Definitions.

2. The Loan.

(a) Purpose. The proceeds of the Loan shall be used for personal purposes.

(b) Interest. The outstanding principal balance of the Loan shall bear **no interest**.

(c) Principal Payments. The unpaid principal balance of the Loan shall be due and payable in full on the Termination Date.

(d) Prepayment. The Loan may be prepaid in whole or in part at any time without a premium or penalty. Loan repayments and prepayments may not be reborrowed.

3. Conditions to Funding of the Loan. The Loan shall be fully funded within 5 Business Days of the date of this Agreement, subject to the following conditions precedent:

(a) No Defaults. No Default shall be continuing.

(b) Representations. All representations and warranties of the Borrower contained in this Agreement or any Loan Document shall be true and correct in all material respects.

4. Representations and Warranties. In order to induce the Lender to make the Loan to the Borrower, the Borrower represents and warrants as follows:

(a) Legal Existence. Borrower has full power and capacity to enter into and perform its obligations under the Documents.

(b) Execution of Documents. The Borrower has the power and has taken all of the necessary actions to execute, deliver and perform the terms of the Loan Documents. When executed and delivered, the Loan Documents will be binding obligations of the Borrower, enforceable in accordance with their terms and will not violate any provisions of law or conflict with, result in a breach of or constitute a default under any other agreement to which the Borrower is a party.

(c) Compliance with Laws. The Borrower is in compliance in all material respects with all



laws, regulations and ordinances which may apply to the Borrower.

(d) Debt. The Borrower is not in default with respect to any debt.

5. Covenants. In consideration of the Loan, the Borrower covenants and agrees that, unless the Lender otherwise consents in writing:

(a) Notices. The Borrower shall furnish to the Lender prompt written notice of (1) the occurrence of each Default or an Event of Default, or (2) the institution of any material litigation concerning the Borrower.

(b) Compliance with Laws. The Borrower shall comply with all applicable laws and regulations and shall timely pay all due and payable taxes, assessments or governmental charges lawfully levied or imposed on or against it or any of its properties.

6. Default. Upon the occurrence of an Event of Default, any obligation of the Lender to make the Loan shall terminate and the Lender, at its option, by written notice to the Borrower, may declare all Indebtedness to the Lender to be immediately due and payable.

7. Miscellaneous.

(a) Notices. All notices, requests, demands or other communications provided for in this Agreement or any other Loan Document shall be in writing and shall be delivered by hand, sent prepaid by a recognized overnight delivery service or sent by the certified, postage prepaid, return receipt requested, to the Lender at 71D Lomonosova Mykhaila St., apt. 27, Kyiv, Ukraine, 03022, or to the Borrower at 14A Verbitskogo Arkhitektora St., apt. 69, Kyiv, Ukraine, 02121, or at such other address as may be specified by a party in a written notice given to the other party.

(b) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Lender and the Borrower, and their respective successors and assigns, provided that the Borrower may not assign or transfer its rights under this Agreement. The Lender may, at any time, sell, transfer or assign the Note and any Loan Documents, and any or all servicing rights with respect thereto.

(c) Waiver. The rights of the Lender under this Agreement and the other Loan Documents shall be in addition to all other rights provided by law. No waiver of any provision of this Agreement, or any other Loan Document, shall be effective unless in writing, and no waiver shall extend beyond the particular purpose involved. No waiver in any one case shall require the Lender to give any subsequent waivers.

(d) Third Parties; Benefit; Miscellaneous. All conditions to the Lender's obligation to make the Loan are imposed solely for the benefit of the Lender and its successors, assigns and participants, and no other person shall be deemed to be a beneficiary of such conditions or be entitled to require satisfaction of such conditions in accordance with their terms or to assume that the Lender will require strict compliance therewith. The terms and provisions of this commitment are for the benefit of the parties hereto and no other person shall have any right or cause of action on account thereof.

(e) Sole Agreement. This Agreement and the other Loan Documents represent the entire agreement between the Lender and the Borrower, and supersede all prior commitments and may be modified only by an agreement in writing signed by both parties hereto.



(f) Survival of Agreement. All terms contained in this Agreement shall survive the delivery of this Agreement and the other Loan Documents and the making of the Loan and shall remain in full force and effect until the Indebtedness is fully discharged.

(g) Governing Law. This Agreement will be governed by the laws of England and Wales, without reference to conflict of laws principles.

(h) Counterparts. This Agreement may be executed in counterparts, and all such counterparts together shall constitute one and the same Agreement.

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

Borrower	Lender
Andrii Pohuliaiev	Anton Tlustyy
Registered Address: 14A Verbitskogo Arkhitektora St., apt. 69, Kyiv, Ukraine, 02121 Passport No. FT632572, issued on 21 st of December, 2018	Registered Address: 71D Lomonosova Mykhaila St., apt. 27, Kyiv, Ukraine, 03022 Passport No. No. FG590200 issued on 13 th of June, 2017
	
Date of Signature: 10 th of September, 2022	Date of Signature: 10 th of September, 2022

SCHEDULE OF DEFINITIONS

The following terms shall have the meanings set forth below when such terms are used in this Agreement and shall be equally applicable to the singular and plural forms of such terms:

“Business Day” means any day except a Saturday, Sunday or any other day on which banks in Kyiv, Ukraine, Vilnius, Lithuania and in Zurich, Switzerland are authorized or required by law to close.

“Closing Date” means the date on which the Loan is funded.

“Default” means any Event of Default or any event that with the giving of notice, or lapse of time, or both, would constitute an Event of Default.

“Event of Default” means the occurrence of any of the following: (1) the failure of the Borrower to pay any Indebtedness to the Lender when the same shall become due and payable, whether at maturity, or as a result of the Lender’s demand for payment or otherwise, and such failure shall continue for a period of ten days after written notice from the Lender to the Borrower specifying such failure; (2) the failure of the Borrower to perform or observe any other term, condition, covenant, warranty, agreement or other provision contained in this Agreement or in any other Loan Document (except any such failure resulting in the occurrence of another Event of Default described in this definition), within 30 days after the first to occur of the date on which the Borrower has actual knowledge of such failure or 30 days after written notice from the Lender to the Borrower specifying such failure; (3) if any representation or warranty made, or deemed made, under the terms of this Agreement or any other Loan Document by the Borrower or any statement or representation made in any certificate, report or opinion delivered pursuant to this Agreement or any other Loan Document or in connection with any borrowing under this Agreement was materially untrue or is breached in any material respect; (4) the Borrower (whether as primary obligor or as guarantor or other surety) shall fail to pay any principal of or premium or interest on any debt to the Lender or on any debt in excess of EUR 10,000 due to any other creditor, when and as the same shall become due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing such debt; or any other event shall occur or condition shall exist under any agreement or instrument relating to such debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or permit the acceleration of, the maturity of such debt; or any such debt shall be declared to be due and payable; or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or any offer to prepay, redeem, purchase or defease such debt shall be required to be made, in each case prior to the stated maturity thereof; (5) if the Borrower makes an assignment for the benefit of creditors, files a petition in bankruptcy, petitions or applies to any tribunal for any receiver or any trustee of the Borrower or any substantial part of its property, or commences any proceeding relating to the Borrower under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; (6) if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceeding shall not have been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the Borrower, as applicable, of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the properties of the Borrower, the appointment shall not have been vacated; (7) any judgment against the Borrower in excess of EUR 10,000 or any attachment in excess of EUR 10,000 against any



property of the Borrower remains unpaid, undischarged, unbonded or undismissed for a period of 30 days; (8) the dissolution, liquidation or termination of existence of the Borrower; (9) the occurrence of an event of default under any Loan Document which is not cured within any applicable grace period, (10) if, in the Lender's reasonable discretion, exercised in good faith, there has been a material adverse change in the financial condition or prospects of the Borrower, and the prospects of payment of the Indebtedness are materially impaired thereby.

"EUR" shall mean the single currency of participating member states of the European Union.

"Financial Contract" shall mean (1) an agreement (including terms and conditions incorporated by reference therein) which is a rate swap agreement, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, bond option, interest rate option, foreign exchange agreement, rate cap agreement, rate floor agreement, rate collar agreement, currency swap agreement, cross-currency rate swap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing); (2) any combination of the foregoing; or (3) a master agreement for any of the foregoing together with all supplements.

"Indebtedness" means all indebtedness, liabilities and obligations of the Borrower to the Lender, whether now existing or arising in the future, direct or indirect, fixed or contingent, joint, several or joint and several, whether related or unrelated to the Loan, and whether of a similar or different class, including, without limitation, overdrafts, guaranties, obligations to reimburse the Lender for amounts paid by it under letters of credit issued by the Lender for the account of the Borrower and obligations of the Borrower under any Financial Contract between the Borrower and the Lender.

"Loan Documents" means this Agreement, the Note, each Financial Contract and any other document that evidences, secures, governs or otherwise relates to any of the Indebtedness.

"Note" means the promissory note made by the Borrower on the date hereof evidencing the obligation of the Borrower to repay the Loan, together with accrued interest, if any, and any amendments to or replacements of such promissory note.

"Termination Date" means the 10th of September, 2032.



