

LOAN AGREEMENT

This loan agreement (the "**Agreement**") is entered into as of this January 01, 2024, (the "**Effective Date**") by and between **NewEra B.V.**, a company incorporated under the laws of Curacao, having its registered office at Scharlooweg 39, U.13, Willemstad, Curacao (the "**Lender**") and **Ilan Shemesh**, Israeli passport number 34501315, of 7/3 Levitan St., Holon 5858811, Israel ("**Ilan**", with each of Lender and Ilan being a "**Party**", and together – the "**Parties**").

WHEREAS, Ilan wishes to loan funds from the Lender,

WHEREAS, the Lender agrees to loan funds to Ilan in accordance with the terms of this Agreement,

NOW, THEREFORE, the Parties agree, stipulate and declare as follows:

1. **The Loan**

- 1.1 Subject to the terms and conditions hereof, the Lender hereby loans to Ilan, on the Effective Date, a loan in the sum of EUR 450,000 (four hundred and fifty thousand Euros) (the "**Loan Amount**")
- 1.2 The Loan Amount shall bear a 3.8% (three point eight percent) interest rate per annum (the "**Interest**", and together with the Loan Amount – the "**Total Loan Amount**").

2. **Repayment of the Loan**

- 2.1 Ilan shall repay the Total Loan Amount to the Lender no later than five years from the Effective Date (the "**End Date**") in one installment; unless Ilan sends the Lender an extension notice no later than one month prior to the End Date, in which case the End Date shall be extended by additional period of up to five years.

3. **Representation and Warranties of Ilan**

Ilan hereby represents and warrants to the Lender that:

- 3.1 He has full power and authority to enter into this Agreement and the Agreement constitutes his valid and legally binding obligation, enforceable in accordance with its terms;
- 3.2 The execution of this Agreement will not conflict with, constitute a breach of (i) any applicable law, injunction, judgment, order, decree, ruling, charge, or other restriction of any court, tribunal, administrative agency or arbitration, which Ilan is subject to, or (ii) any agreement to which Ilan is a party to, or (iii) result in the imposition of any lien, pledge, claim, charge, mortgage, encumbrance or any third party right of any kind upon the assets of Ilan; and
- 3.3 The execution of this Agreement will not (i) give any third party any rights, or (ii) require the consent or approval of any third party.

4. **Miscellaneous**

- 4.1 This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes,

nullifies and terminates all prior agreements between the Parties with regard to such subject matter.

- 4.2 This Agreement or any part hereof may not be amended except by a written instrument signed by both Parties.
- 4.3 Subject to the provisions of this Agreement, each of the Parties hereto shall use its reasonable best efforts to take promptly, or cause to be taken promptly, all actions, and to do promptly, or cause to be done promptly, all things necessary, proper or advisable under applicable laws and regulations to satisfy the provisions of this Agreement and to remove any injunctions or other impediments or delays, legal or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement.
- 4.4 No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such written instrument.
- 4.5 No Party may assign any rights hereunder without the other Party's prior written consent.
- 4.6 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 4.8 Any notice required or permitted hereunder shall be in writing and shall be delivered by courier or registered mail to the other Party at the respective address of the other Party. Any notice shall operate and be deemed to have been served on the second day after the date of delivery by courier, or five days after the date of dispatch by registered mail.
- 4.9 This Agreement shall be governed by and construed in accordance with the laws of Curacao. The Parties agree that the courts of Curacao shall have exclusive jurisdiction to hear and determine any suit action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement, and for such purposes they hereby irrevocably submit to the jurisdiction of such courts. The Parties agree not to assert that such jurisdiction is a "forum non-conveniens" or any similar argument attempting to avoid the jurisdiction of the courts of Curacao. Nothing contained in this Article shall limit the right of any Party to enforce judgments of the courts of Curacao, in any court in any other jurisdiction.
- 4.10 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

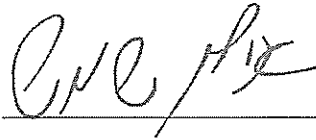
IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the

Effective Date



NewEra B.V.

17 January 2024



Ilan Shemesh