

LOAN AGREEMENT NO. CR-SUP/100

(hereinafter referred to as the "Agreement")

BORROWER'S DETAILS:	SUPER 6 B.V.
	Address: 10 Korporaalweg, Willemstad, Curaçao Reg. No.: 130026
LENDER'S DETAILS:	CYBERNEX TECHNOLOGIES LIMITED
	Address: Flat A, 8/F, bld. 171, Kingswell Commercial Tower, Lockhart Road, Wan Chai, HK Reg. No.: 76635825
(The Lender and the Borrower are collectively referred to as the "Parties" and individually as a "Party")	
EFFECTIVE DATE:	11.07.2025

RECITALS:

WHEREAS, the Borrower desires to obtain a loan from the Lender in the amount set forth below, and the Lender agrees to provide such a loan to the Borrower, subject to the terms and conditions set forth in this Agreement;

AND WHEREAS, the Parties acknowledge that they have entered into this Agreement voluntarily and with a mutual understanding of their rights and obligations under the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree to the following terms and conditions governing the loan transaction between them.

1. LOAN TERMS

1.1. Loan Amount & Disbursement

1.1.1. The Lender agrees to provide the Borrower with a loan in the principal amount of EUR 100,000 (one hundred thousand Euros, the "Loan").

1.1.2. The Loan shall be disbursed to the Borrower within sixty (60) days from the Effective Date via bank transfer to the Borrower's designated account, details of which shall be provided separately.

1.2. Interest

1.2.1. The outstanding balance of the Loan shall bear interest at a rate of five percent (5%) per annum.

1.2.2. Under no circumstances shall the total interest charged exceed the maximum amount permitted by applicable law.

1.3. Loan Term & Maturity

1.3.1. The Loan shall have a term of three (3) years, commencing on the date of disbursement (the "Loan Term").

- 1.3.2. The Borrower shall repay the full outstanding balance, including any accrued interest, by the end of the Loan Term.

2. REPAYMENT & PREPAYMENT

2.1. Repayment

- 2.1.1. The Borrower may repay the principal in one lump sum or multiple installments, at its sole discretion.
- 2.1.2. The Loan shall be deemed repaid on the date the full outstanding amount is transferred to the Lender's designated account.
- 2.1.3. Bank-issued written confirmation of payments made under this Agreement shall serve as proof of fulfillment of repayment obligations.

2.2. Prepayment

- 2.2.1. The Borrower may prepay all or part of the Loan at any time without penalty.
- 2.2.2. The Borrower shall provide the Lender with at least thirty (30) calendar days' written notice of prepayment.

3. DEFAULT & TERMINATION

3.1. Default Events

The Borrower shall be considered in default under this Agreement upon the occurrence of any of the following events:

- 3.1.1. Failure to make timely payments: The Borrower fails to make any payment of principal or interest when due, whether by the agreed-upon repayment schedule or otherwise.
- 3.1.2. Bankruptcy or Insolvency: The Borrower is declared bankrupt or becomes subject to any insolvency proceedings (whether voluntary or involuntary), including but not limited to the initiation of bankruptcy proceedings, liquidation, or any similar process under applicable laws.

- 3.1.3. Imposition of Moratorium or Similar Measures: Any moratorium, payment suspension, or similar measure is imposed on the Borrower, whether by a court or governmental authority, or through any other action that prevents or delays the Borrower from fulfilling its obligations under this Agreement.
 - 3.1.4. Failure to Cure Breach: The Borrower fails to remedy any breach or failure to perform its obligations under this Agreement within fifteen (15) calendar days of receiving written notice from the Lender (the "Cure Period"). The notice must specify the nature of the breach or non-performance and demand remedial action.
 - 3.1.5. Material Misrepresentation: The Borrower makes any false representation or warranty that materially affects the validity or enforceability of this Agreement or the Borrower's ability to perform its obligations under this Agreement.
 - 3.1.6. Change in Control or Ownership: There is any material change in the control or ownership of the Borrower that the Lender reasonably believes could adversely affect the Borrower's ability to perform under this Agreement.
- 3.2. Remedies for Default
- 3.2.1. Written Notice and Cure Period: Upon the occurrence of any Default Event, the Lender shall send a written notice to the Borrower specifying the nature of the default, including any failure to make payments, or breach of any other obligation under this Agreement. If the default is not cured within the Cure Period, the Lender may take the following actions:
 - 3.2.2. Acceleration of Loan: If the default is not cured within the Cure Period, the Lender has the right to declare the entire outstanding loan amount (including accrued interest and any other amounts due) to be immediately due and payable in full, without further notice or demand.
 - 3.2.3. Termination of Agreement: The Lender may, at its sole discretion, terminate this Agreement immediately upon written notice to the Borrower, without further obligation, if:

- 3.2.3.1. the Borrower is declared bankrupt, enters insolvency proceedings, or is subject to any similar legal action;
- 3.2.3.2. a moratorium or similar payment suspension is imposed on the Borrower; or
- 3.2.3.3. any other Default Event occurs that, in the Lender's reasonable judgment, makes it impracticable or unfeasible for the Borrower to fulfill its obligations under this Agreement.
- 3.2.4. Recovery of Costs: In the event of a default, the Lender may recover all reasonable costs of enforcement, including but not limited to legal fees, court costs, and other expenses incurred as a result of the Borrower's default.
- 3.2.5. Retention of Rights: The rights and remedies of the Lender under this Agreement are cumulative and not exclusive, and the Lender may seek any other legal or equitable remedy available to it under applicable law.
- 3.2.6. No Waiver of Default: The Lender's failure to exercise any remedy upon a default shall not be deemed a waiver of its right to do so at any later date, nor shall it preclude the exercise of any future remedies.

4. FORCE MAJEURE

4.1. Definition and Scope

- 4.1.1. A "Force Majeure Event" means any event or circumstance beyond the reasonable control of a Party that prevents or delays the performance of its obligations under this Agreement, including but not limited to:
 - 4.1.1.1. natural disasters (e.g., earthquakes, floods, hurricanes, wildfires);
 - 4.1.1.2. war, armed conflict, terrorism, or civil unrest;

- 4.1.1.3. government actions, sanctions, embargoes, or regulatory restrictions;
 - 4.1.1.4. strikes, labor disputes, or industrial actions (excluding those limited to the affected Party's workforce);
 - 4.1.1.5. power failures, cyberattacks, or other technological disruptions beyond the Party's control.
 - 4.1.2. A Force Majeure Event shall not include financial difficulties, changes in market conditions, or a Party's failure to secure financing or funds.
- 4.2. Notification & Mitigation
 - 4.2.1. A Party affected by a Force Majeure Event must promptly notify the other Party in writing, providing:
 - 4.2.1.1. a description of the event;
 - 4.2.1.2. the expected duration of the impact; and
 - 4.2.1.3. reasonable steps being taken to mitigate the consequences.
 - 4.2.2. The affected Party shall use all reasonable efforts to minimize the delay and resume performance of its obligations as soon as possible.
- 4.3. Consequences of Force Majeure
 - 4.3.1. If a Force Majeure Event prevents a Party from performing its obligations under this Agreement, such obligations shall be suspended for the duration of the event, without liability for non-performance.
 - 4.3.2. Notwithstanding the above, a Force Majeure Event shall not relieve the Borrower of its repayment obligations under this Agreement, and any payment due shall be made as soon as reasonably possible after the cessation of the Force Majeure Event.
- 4.4. Termination Due to Extended Force Majeure

- 4.4.1. If a Force Majeure Event continues for a period exceeding ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.
- 4.4.2. Such termination shall not affect any rights or obligations accrued prior to termination, including the Borrower's repayment obligations.

5. REPRESENTATIONS & WARRANTIES

- 5.1. Lender's Representations & Warranties The Lender represents and warrants that:
 - 5.1.1. it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation;
 - 5.1.2. it has full legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement, and no further corporate or other action is necessary to authorize its execution or performance;
 - 5.1.3. this Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally;
 - 5.1.4. entering into and performing this Agreement does not and will not violate any law, regulation, court order, or any agreement or instrument binding upon it;
 - 5.1.5. there are no existing, pending, or threatened legal, administrative, or regulatory actions, suits, or proceedings that could materially impair its ability to fulfill its obligations under this Agreement;
 - 5.1.6. it is not insolvent, in default, or subject to any bankruptcy, moratorium, or similar proceedings that would impact its ability to provide the Loan under this Agreement.

5.2. Borrower's Representations & Warranties The Borrower represents and warrants that:

- 5.2.1. it has the full legal capacity, power, and authority to enter into this Agreement and to undertake and perform all obligations contemplated herein;
- 5.2.2. this Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally;
- 5.2.3. all financial statements, documents, and disclosures provided to the Lender are true, accurate, and complete in all material respects, and there has been no material omission or misrepresentation that would affect the Lender's decision to enter into this Agreement;
- 5.2.4. since the date of the most recent financial disclosures provided to the Lender, there has been no material adverse change in its financial condition, business, assets, or operations that would affect its ability to fulfill its obligations under this Agreement;
- 5.2.5. it is not subject to any bankruptcy proceedings, insolvency proceedings, debt restructuring arrangements, or other financial distress that would prevent its from meeting its repayment obligations;
- 5.2.6. there are no existing, pending, or threatened lawsuits, regulatory investigations, or government actions against its that could materially impair its ability to perform under this Agreement;
- 5.2.7. it is in full compliance with all applicable laws and regulations, including tax laws, anti-money laundering laws, and any other financial reporting obligations.

6. LIABILITY

6.1. Limitation of Liability

6.1.1. Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or special damages arising out of or in connection with this Agreement, regardless of the cause of action.

6.1.2. In no event shall either Party's total liability to the other Party under this Agreement exceed the total amount of the Loan advanced to the Borrower under this Agreement, exclusive of any interest, fees, or other charges.

6.2. Indemnification

6.2.1. The Borrower agrees to indemnify and hold harmless the Lender from any claims, liabilities, losses, or damages, including reasonable attorney's fees, arising out of the Borrower's breach of this Agreement, negligence, or willful misconduct.

6.2.2. Similarly, the Lender agrees to indemnify and hold harmless the Borrower from any claims, liabilities, losses, or damages arising out of the Lender's breach of this Agreement, negligence, or willful misconduct.

7. CONFIDENTIALITY

7.1. Confidential Information

7.1.1. Both Parties agree that, in the course of performing this Agreement, they may have access to confidential and proprietary information, including but not limited to business plans, financial data, customer information, and other information marked as confidential or that a reasonable person would understand to be confidential (the "Confidential Information").

7.1.2. Each Party shall keep such Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the disclosing Party, except as required by law or as necessary to enforce the terms of this Agreement.

7.2. Use of Confidential Information

- 7.2.1. Each Party agrees to use Confidential Information solely for the purpose of performing its obligations under this Agreement and not for any other purpose.
 - 7.2.2. The Borrower acknowledges that the Lender may use the Confidential Information to assess the Borrower's financial position and creditworthiness for the purpose of providing the loan.
- 7.3. Exceptions to Confidentiality

The confidentiality obligations set forth in this section shall not apply to any information that:

- 7.3.1. was already in the public domain or becomes publicly available through no fault of the receiving Party;
 - 7.3.2. was independently developed by the receiving Party without use of the disclosing Party's Confidential Information;
 - 7.3.3. is disclosed to the receiving Party by a third party legally entitled to do so without violation of any confidentiality obligation; or
 - 7.3.4. is required to be disclosed by law, regulation, or order of a court or governmental agency;
 - 7.3.5. is disclosed by the receiving Party to its professional advisers, auditors, insurers, or any actual or potential financiers, banks, financial institutions, or investors, provided that such recipients are bound by confidentiality obligations no less protective than those set out in this Agreement.
- 7.4. Duration of Confidentiality and Return of Confidential Information
- 7.4.1. The confidentiality obligations set forth in this Agreement shall remain in effect for a period of five (5) years after the termination or expiration of this Agreement, or for as long as the Confidential Information remains confidential, whichever is longer.
 - 7.4.2. Upon termination of this Agreement, each Party shall return or destroy all Confidential Information received from the other Party, including any copies, notes, or materials derived from such information, unless otherwise agreed in writing.

8. DISPUTE RESOLUTION

8.1. Good-Faith Negotiation

- 8.1.1. The Parties shall use their best efforts to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, through good-faith negotiations.
- 8.1.2. A Party seeking resolution of a dispute shall provide written notice to the other Party outlining:
 - 8.1.2.1. the nature and details of the dispute;
 - 8.1.2.2. the proposed resolution; and
 - 8.1.2.3. supporting evidence, if applicable.
- 8.1.3. The Parties shall attempt to resolve the dispute within thirty (30) calendar days from the date of the written notice.

8.2. Arbitration

- 8.2.1. If the Parties fail to resolve the dispute through negotiations within the specified period, the dispute shall be finally and exclusively settled by binding arbitration under the rules of the London Court of International Arbitration (LCIA).
- 8.2.2. The arbitration shall be conducted in accordance with the LCIA rules in effect at the time of the dispute, except as modified by this Agreement.
- 8.2.3. The arbitration proceedings shall adhere to the following:
 - 8.2.3.1. Seat of Arbitration: London, United Kingdom;
 - 8.2.3.2. Language: English;
 - 8.2.3.3. Number of Arbitrators: one (1) arbitrator, to be appointed in accordance with the LCIA rules;
 - 8.2.3.4. Applicable Law: The arbitration shall be governed by the laws of England and Wales.

8.2.4. The arbitrator shall have the authority to award monetary damages (excluding punitive damages) and to grant specific performance or other equitable relief consistent with the terms of this Agreement. 8.3. Arbitration Costs & Legal Fees

8.3.1. Each Party shall bear its own costs and expenses, including attorneys' fees, incurred in connection with the arbitration.

8.3.2. The administrative fees and expenses of the arbitration, including the arbitrator's fees, shall be shared equally between the Parties, unless otherwise determined by the arbitrator in the final award.

8.4. Injunctive & Equitable Relief

8.4.1. Nothing in this Dispute Resolution clause shall prevent or restrict either Party from seeking injunctive relief, specific performance, or other equitable remedies from a court of competent jurisdiction, including to prevent imminent and irreparable harm that cannot be remedied by monetary damages alone.

8.4.2. Seeking such relief shall not be deemed a waiver of the Party's obligation to arbitrate disputes under this Agreement.

9. GENERAL PROVISIONS AND INTERPRETATION

9.1. Notices

9.1.1. All notices, requests, or other communications under this Agreement shall be in writing and delivered by one of the following methods:

9.1.1.1. personal delivery;

9.1.1.2. certified mail (with return receipt requested);

9.1.1.3. courier service; or

9.1.1.4. email (provided the sending Party receives confirmation of receipt).

9.1.2. Notices shall be sent to the designated addresses of the Parties, as specified on the cover page hereof, or to such other addresses as either Party may designate in writing to the other from time to time:

9.1.3. Any notice shall be deemed effective upon delivery to the recipient, except for notices sent by email, which shall be deemed effective upon receipt confirmation.

9.2. No Partnership or Employment Relationship

9.2.1. This Agreement does not create or imply a partnership, joint venture, agency, or employment relationship between the Parties. Each Party is acting as an independent contractor, and nothing in this Agreement shall be construed to establish any such relationship.

9.2.2. Neither Party shall have the right to bind the other or represent itself as an agent or partner of the other, except as expressly provided herein.

9.3. Assignment

9.3.1. The Borrower shall not assign or transfer this Agreement or any rights or obligations hereunder to any third party, in whole or in part, without the prior written consent of the Lender.

9.3.2. The Lender may assign this Agreement, or any of its rights or obligations, to any third party without the Borrower's consent, provided that the Lender notifies the Borrower in writing within a reasonable time after the assignment.

9.3.3. Any assignment by the Borrower without the Lender's written consent shall be void and unenforceable.

9.4. Waiver

9.4.1. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any further exercise of that or any other right, power, or remedy.

9.4.2. Any waiver of a provision of this Agreement must be in writing and signed by the Party granting such waiver.

9.5. Severability

9.5.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect as if such invalid provision had never been included.

9.5.2. In the event that any provision is deemed invalid, the Parties agree to negotiate in good faith to replace the invalid provision with a valid and enforceable provision that approximates the intent of the original provision.

9.6. Entire Agreement

9.6.1. This Agreement, including all exhibits and appendices hereto, constitutes the entire agreement between the Parties with respect to its subject matter.

9.6.2. This Agreement supersedes all prior negotiations, understandings, and agreements (whether written or oral) between the Parties, and there are no other agreements, representations, or warranties between the Parties except as expressly set forth herein.

9.7. Amendments

9.7.1. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.

9.7.2. No oral modification or waiver of any of the terms of this Agreement shall be effective.

9.7.3. All amendments or modifications must be signed by duly authorized representatives of both Parties.

9.8. General Rules of Interpretation

9.8.1. Headings & Formatting: Headings, section titles, and formatting conventions are included for reference and organizational purposes only and shall not affect the interpretation of this Agreement.

- 9.8.2. Singular & Plural: Words in the singular include the plural, and words in the plural include the singular, unless the context explicitly requires otherwise.
- 9.8.3. Gender References: References to any gender include all genders, and genderspecific terms shall be interpreted as gender-neutral whenever applicable.
- 9.8.4. Defined Terms: Capitalized terms used in this Agreement have the meanings assigned to them within the Agreement. If a term is not defined, it shall be interpreted in accordance with its commonly understood meaning in the context in which it is used.
- 9.8.5. References to Laws & Regulations: References to any law, statute, regulation, rule, or provision thereof shall be deemed to include any amendments, modifications, re-enactments, or replacements that may be enacted from time to time.
- 9.8.6. References to Agreements & Documents: References to this Agreement or any other document, schedule, annex, or exhibit attached hereto shall include any modifications, amendments, or supplements made in accordance with the provisions of this Agreement.
- 9.8.7. Construction Against Drafter: No provision of this Agreement shall be interpreted against any Party merely because that Party was responsible for drafting the provision in question.
- 9.8.8. Use of "Including": Wherever the term "including" (or any variation such as "includes" or "include") is used in this Agreement, it shall be deemed to mean "including but not limited to", unless the context expressly requires otherwise.
- 9.8.9. Days & Time Periods:
 - 9.8.9.1. References to a period of "days" mean calendar days unless expressly stated as business days.
 - 9.8.9.2. If the last day of any period prescribed for an action falls on a non-business day, the deadline shall automatically extend to the next business day.

9.8.9.3. "Business day" means a day other than a Saturday, Sunday, or official public holiday.

9.9. Hierarchy & Precedence

9.9.1. In the event of any conflict or inconsistency between different provisions within this Agreement, the provisions shall be interpreted in a manner that best achieves the intent and purpose of this Agreement as a whole.

9.9.2. If there is any inconsistency between the main body of this Agreement and any schedule, annex, or exhibit attached hereto, the terms of the main body of the Agreement shall prevail, unless explicitly stated otherwise.

9.10. References to Parties, Assigns, and Successors

9.10.1. References to any Party include that Party's successors, permitted assigns, legal representatives, and heirs, as applicable.

9.10.2. Any obligation imposed upon a Party shall bind its affiliates, agents, employees, or representatives to the extent necessary to fulfill the terms of this Agreement.

9.11. Computation of Monetary Amounts

9.11.1. All monetary amounts stated in this Agreement refer to Euro (EUR) unless expressly stated otherwise.

9.11.2. Any payments due under this Agreement shall be made in immediately available funds, free of any deductions, withholdings, or set-offs, unless required by law.

9.11.3. If currency conversion is required, the exchange rate shall be the official midmarket exchange rate published by the reputable financial institution agreed upon by the Parties on the relevant date.

9.12. Survival of Certain Provisions

9.12.1. Any provision of this Agreement that, by its nature, is intended to survive termination or expiration shall remain in full force and effect, including but not limited to:

9.12.1.1. repayment obligations;

9.12.1.2. dispute resolution provisions;

9.12.1.3. confidentiality obligations (if applicable).

9.12.2. The expiration or termination of this Agreement shall not affect rights and obligations that accrued prior to termination.

9.13. Counterparts & Electronic Signatures

9.13.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13.2. A signature delivered electronically (including scanned or digital signatures) shall have the same legal force and effect as an original handwritten signature.

10. SIGNATURES OF THE PARTIES

Borrower:

For and on behalf of Xecutive Corporate
Management B.V.,

Lorenza Godett

o.b.o. Xecutive Corporate Management
B.V.

Signed by:



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Managing Director

Lender: Demetra

Philippou



Director

Corvin Nagtegaal

o.b.o. Xecutive Corporate Management B.V.

DocuSigned by:



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Proxy Holder

CONFIDENTIAL

NO TEXT FOLLOWS
END OF DOCUMENT