



SHAREHOLDER LOAN AGREEMENT

This Shareholder Loan Agreement (the "Agreement") is entered into on 9th February 2026.

PARTIES

(1) Daniel Miller, holding passport number 124460332, residing at Flat 1, 10 Queens Road, Broadstairs CT10 1NU, United Kingdom

(the "Lender");

and

(2) Novisoft N.V., a company incorporated under the laws of Curaçao, having registration number 163608 and its registered address at Zuikertuintjeweg Z/N, Curaçao, duly represented by its managing director IGA Trust B.V.

(the "Company" or the "Borrower").

The Lender and the Borrower are hereinafter jointly referred to as the "Parties" and individually as a "Party."

Dr. Claire M. Calleja Zammit
CAMS, Adv. Trib. Ecc. Melit., Pg. Dip. EC, LL.D
Advocate
Address: 112, IGA HUB, Psaila Street, Birkirkara
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+ 35699167431

TERMS AND CONDITIONS

1. Loan Provision

The Lender hereby agrees to provide to the Borrower an unsecured loan in the principal amount of EUR 90,000.00 (the "Loan").

True copy of Original
as seen and verified by me

2. Purpose of the Loan

The Loan shall be used exclusively to fund the operational costs of the Borrower.

3. Interest

3.1 The Loan shall bear a fixed interest rate of 4.0% per annum.

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3.2 Interest shall accrue from the date on which the Loan (or any part thereof) is made available to the Borrower, calculated on a simple interest basis (without compounding) on the outstanding principal amount.

3.3 Interest shall be calculated on the basis of a 365-day year.

3.4 Accrued interest shall be payable together with the repayment of the principal.

4. Loan Disbursement

4.1 The Loan shall be deemed to be made available as of 20 February 2026.

4.2 The Loan proceeds shall be disbursed to the Borrower's bank account once such bank account has been established.

4.3 If any payment is made directly in respect of operational costs of the Borrower, such payment shall be:

- made clearly on behalf of the Borrower,
- identifiable as shareholder loan funding, and
- properly recorded in the accounting records of the Borrower as part of the Loan.

Interest shall accrue from the date referred to in Clause 4.1.

5. Repayment Terms

5.1 The Loan shall be repaid in full on or before 31 December 2027 (the "Repayment Date") by way of a bullet repayment of the outstanding principal amount together with all accrued and unpaid interest.

5.2 The Borrower may make partial repayments prior to the Repayment Date without penalty.

5.3 All repayments shall be made via identifiable bank accounts for audit trail purposes.

5.4 Any extension of the Repayment Date shall be subject to the prior written agreement of the Parties.

6. Acknowledgements

Each Party confirms that:

- the Loan has been agreed on an arm's length basis,



- the terms reflect commercial conditions, and
- the Agreement is consistent with applicable tax and transfer pricing principles.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Curaçao, and the courts of Curaçao shall have exclusive jurisdiction.

8. Effectiveness

This Agreement shall become effective upon execution by both Parties.

SIGNATURES

For and on behalf of the Lender

Name: Daniel Miller

Signature: _____

Date: 16th Feb. 2026

For and on behalf of Novisoft N.V.

represented by its managing director IGA Trust B.V.

Name: Claire Godschalk Olmtak

Title: Managing Director

Date: 26-Feb-2026

Novisoft NV loan agreement Feb 2026 signed

Final Audit Report

2026-02-26

Created:	2026-02-25
By:	Millicent Prince (millicent@igatrust.com)
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"Novisoft NV loan agreement Feb 2026 signed" History

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