

Techcore Holding B.V., duly organized and existing under the laws of Curacao under registration number 151612, having its registered office at 03 Abraham Mendez Chumaceiro Boulevard, Willemstad, Curacao, hereinafter referred to as – «the Lender», represented by its Executive Director Eduards Kalnins, on the one hand, and

Taktonum Group N.V., duly organized and existing under the laws of Curacao under registration number 159208, having its registered address at Abraham de Veerstraat 9, Willemstad, Curaçao, hereinafter referred to as – «the Borrower», represented by its Managing Director Eduards Kalnins, on the other hand,

hereinafter the Lender and the Borrower jointly shall be referred to as “the Parties” and each of them separately – “the Party”, have concluded this Loan agreement (hereinafter referred to as – «the Agreement») on the following:

1. Subject of the Agreement

1.1. The Lender shall grant to the Borrower the financial proceeds as the loan at the amount of **EUR 300,000.00 (three hundred thousand EURO 00 cents)**, hereinafter referred to as “the Loan”. The Loan may be granted in installments upon the Borrower's request. In such cases, the Borrower shall submit a written or electronic request to the Lender specifying the amount. The Lender shall provide the requested amount within 10 (ten) business days from the date of receiving the request, unless otherwise agreed upon by the Parties. The Borrower shall repay the Loan to the Lender on the conditions and within the time period set by the Agreement.

1.2. The Loan is granted with interest until December 31, 2025, unless the Agreement provides otherwise.

1.3. The Loan is granted for the financing of the Borrower's, its affiliated companies' and its subsidiaries' commercial activities. The Loan may be granted:

1.3.1. by the bank transfer to the Borrowers bank account, or

1.3.2. through the transfer of cryptocurrencies to the crypto addresses provided by the Borrower, or

1.3.3. by the transfer of control of the cryptocurrency wallets with the positive cryptocurrency balance to the Borrower.

1.4. For the purposes of this Agreement, the amount of cryptocurrency in EUR is calculated by the course mutually agreed by the Parties. In case of any disagreements between the Parties regarding the cryptocurrency courses, the Parties may refer to the data (close price on the date previous to the date of transfer) provided by <https://coinmarketcap.com/>.

2. Rights and obligations of the Parties

2.1. The Lender shall grant the Loan at the amount mentioned by the Borrower in the request by transferring the proceeds as a one or several installments to the Borrower according to the cl.1.1 of this Agreement.

2.2. The Borrower shall repay the Loan and accrued interest not later than on the Maturity Date (cl. 4.1. of the Agreement). The Borrower may repay the Loan in installments. The repayment of the Loan and the payment of interest payments shall be made to the Lender's bank account, or through the transfer of cryptocurrencies to the crypto addresses provided by the Lender, or by the transfer of control of the cryptocurrency wallets with the positive cryptocurrency balance to the Lender. Such instructions shall be provided by the Lender additionally in written or electronic form.

2.3. Except as provided in this Agreement the Parties agree to accept payments or transfers of valuables due under this Agreement through transfer or payment made by a third party.

2.4. Except as provided in this Agreement the Parties agree to make payments or transfers (upon receipt of the relevant instructions from the counterparty) due under this Agreement through transfer or payment to a third party.

3. The payment of interest payments under the Loan

3.1. The Borrower shall pay to the Lender the interest payment for the use of the Loan at the amount of **four (4) per cent** per annum.

3.2. The interest payments shall be calculated and accrued on a monthly basis, starting from the date and on the amount received by the Borrower according to the requests. These payments shall be paid by the Borrower on the Maturity Date of the Loan, unless otherwise agreed upon by the Parties.

3.3. In case of the early request on the repayment of the Loan/premature repayment of Loan in accordance with cl. 4.2. or 4.4. of the Agreement, the interest payments shall be paid for the actual time period of use of the Loan.

4. The repayment of the Loan

4.1. The Borrower shall repay the Loan to the Lender not later than on the date of the repayment of the Loan set by the Agreement (hereinafter referred to as "the Maturity Date"). The Maturity Date is **December 31, 2025**.

4.2. The Lender is entitled to demand unilaterally the early repayment of the Loan by setting a new Maturity Date in any of the following cases:

4.2.1. The initiation of the winding-up or insolvency of the Borrower or any other circumstances that may significantly influence the chances of the fulfillment of the Borrower's obligations under the Agreement.

4.3. The Lender and the Borrower may agree on the prolongation of the maturity of the Loan by concluding an addendum to the Agreement or exchanging the letters that contain matching conditions of the offer and the accept of the offer.

4.4. The Borrower is entitled to repay the Loan before Maturity Date, giving to the Lender prior notice before 14 calendar days. In this case the Borrower shall repay to the Lender the total amount of the Loan along with the payment of the interest payments accrued for the actual time period of use of the Loan.

5. Liability of the Parties, dispute resolution

5.1. For the default of Borrower's payment obligations the Borrower shall pay to the Lender a fine at the amount of 0,01% of any delayed outstanding payments for each day of such delay. The payment of the fine shall not release the Borrower from the fulfillment of the delayed outstanding payment obligations.

5.2. The Parties shall put all necessary efforts to resolve disputes, arising from the cooperation under the Agreement.

5.3. Should the above mentioned disputes not to be resolved in the course of negotiations, the disputes shall be resolved in the courts of the Great Britain.

6. Communication between the Parties

6.1. Any correspondence between the Parties shall be in writing and handled via registered post, first class prepaid mail, email or by personal delivery. The correspondence shall be deemed to be delivered: on the 3rd business day upon its sending as registered letter by post; on the date of the delivery – in case of the personal delivery; if delivered by email - unless it is returned with an automated delivery error message.

7. The final provisions

7.1. If any provision of the Agreement shall be declared or deemed void (invalid) in whole or in part for any reason under applicable law, the Parties shall amend the Agreement accordingly taking into consideration the spirit of the Agreement.

7.2. Any amendments or changes to the Agreement shall be valid if executed in the writing and signed by duly authorized representatives of the Parties.

7.3. The Agreement has been concluded in English language; each counterpart with the same binding effect for each Party.

7.4. The Agreement comes into force upon the moment of its signing by the Parties and keeps its force until the complete fulfillment of the obligations by the Parties.

Lender:

Techcore Holding B.V.

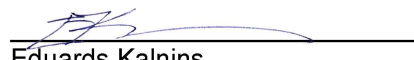
registration number 151612
registered office at 03 Abraham Mendez
Chumaceiro Boulevard, Willemstad, Curacao


Eduards Kalnins
Executive Director

Borrower:

Taktonum Group N.V.

registration number 159208
registered office at Abraham de Veerstraat 9,
Willemstad, Curaçao


Eduards Kalnins
Managing Director

Act of acceptance

December 19, 2023

Techcore Holding B.V., duly organized and existing under the laws of Curacao under registration number 151612, having its registered office at 03 Abraham Mendez Chumaceiro Boulevard, Willemstad, Curacao, hereinafter referred to as – «the Lender», represented by its Executive Director Eduards Kalnins, on the one hand, and

Taktonum Group N.V., duly organized and existing under the laws of Curacao under registration number 159208, having its registered address at Abraham de Veerstraat 9, Willemstad, Curaçao, hereinafter referred to as – «the Borrower», represented by its Managing Director Eduards Kalnins, on the other hand,

hereinafter the Lender and the Borrower jointly shall be referred to as “the Parties” and each of them separately – “the Party”, have concluded this Act of acceptance to the Loan agreement No.1 dd December 01, 2023 (hereinafter referred to as – «Act of acceptance» and «the Agreement») on the following:

1. The Lender transferred and the Borrower has accepted the control on the following crypto addresses:

Crypto-currency	Crypto address	Cryptocurrency amount	Cryptocurrency amount in EUR mutually agreed by the Parties
USDT	TWf84YppNarzGtzstByhAmD3hdinuNVGJn	335,000.00 USDT	300,000.00 EUR
		Total amount:	300,000.00 EUR

2. The Parties mutually agreed the total amount in euro of the transferred cryptocurrency as EUR 300,000.00 (three hundred thousand EURO 00 cents). Parties have no claims to each other.

3. The Lender hereby represents and warrants that he will not access and control over the crypto addresses specified in cl. 1 herein.

4. The date of transfer is December 19, 2023. For the purposes hereto the amount of cryptocurrency on the wallet and its price in EUR is fixed on December 19, 2023 and agreed by the Parties.

5. This Act of acceptance is composed in two counterparts, both copies having equal legal force.

Lender:

Techcore Holding B.V.

registration number 151612
registered office at 03 Abraham Mendez
Chumaceiro Boulevard, Willemstad, Curacao


Eduards Kalnins
Executive Director

Borrower:

Taktonum Group N.V.

registration number 159208
registered office at Abraham de Veerstraat 9,
Willemstad, Curaçao


Eduards Kalnins
Managing Director