

LOAN AGREEMENT

Dated 20 November 2025

by and between

Justyna Gwozdz, having its registered address at: Apollonos 19, Nicosia, Cyprus hereinafter referred to as the “**Lender**”, and

Recomby B.V., having its registered address at Schottegatweg Oost 10, unit 1-9 Bon Bini Business Center Curaçao, Willemstad, Curaçao, hereinafter referred to as the “**Borrower**”.

Each referred to as a “Party” and collectively as the “Parties”.

This Loan Agreement, hereinafter referred to as “Agreement”, is entered into and made effective upon signature by both Parties.

WHEREAS, the Lender agrees to lend to the Borrower **100000 EUR** (the "Loan") with interest on the unpaid Loan at the rate of **5%** per annum, on **20 November 2025**; and

WHEREAS, the Borrower and the Lender desire to enter into an agreement whereby the Borrower shall pay the Lender the sum of the Loan and interest on a payment plan according to the terms and conditions herein:

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Borrower and the Lender covenant and agree as follows:

1. LOAN AMOUNT.

The Parties agree the Lender will loan the Borrower **100000 EUR**.

2. LOAN ACKNOWLEDGEMENT:

The Borrower agrees and acknowledges that the Borrower owes the Lender an amount of money equal to the Loan as defined above.

3. REPRESENTATION AND WARRANTY OF OWING PARTY:

The Borrower hereby represents and warrants that this Agreement and the payment plan herein have been developed in a manner that the Borrower reasonably believes he can pay the Lender without further interruption notwithstanding an additional change in circumstances.

4. PAYMENT PLAN:

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

True copy of Original
as seen and verified by me

Cue 3/12/2025

The Parties hereby agree to the payment plan (the "Plan") described as follows:

4.1 Installments: By this Agreement, it is agreed that a payment in the amount of 50000 EUR will be surrendered to the Lender on 20 November of each year.

4.1.1 The Borrower will continue to make payments according to this schedule until the total Loan and accrued interest is repaid on 20 November 2027 ("the Due Date").

4.2 **Lump Sum:** By this Agreement, it is agreed that the Loan and accrued interest shall be payable in full on 20 November 2027.

4.3 **Due on Demand:** By this Agreement, it is agreed that the unpaid Loan and accrued interest shall be payable in full on any future date on which the Lender demands repayment.

5. METHOD OF PAYMENT:

Payment shall be made to the Lender in accordance with the Plan via **bank transfer/cash/check/crypto**.

5.1 The Borrower will make payment using this method unless prior written approval from the Lender allows otherwise.

6. EARLY PAYOFF:

The Borrower reserves the right to pay off any remaining amount due, in full, before the Due Date, with no prepayment penalty. If the entire amount is paid off by **20 November 2026** the Borrower will receive a discount as follows:

Interest rate - 3%

7. DEFAULT:

The following events constitute default of this Agreement and upon their occurrence, the entirety of any remaining amount due shall become immediately payable:

7.1 Borrower's failure to pay the Principal Sum or any accrued interest when such payments are due;

7.2 Borrower's insolvency;

7.3 Borrower's death, incompetency; liquidation, or dissolution;

7.4 Borrower's making of a general assignment for the benefit of Borrower's creditors;

7.5 Borrower's filing of any bankruptcy proceedings;

7.6 Any application for the appointment of a receiver for the Borrower; or

7.7 Borrower's misrepresentation to the Lender for the purposes of obtaining this Agreement

8. LEGAL FEES.

In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.

9. SEVERABILITY.

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

10. WAIVER.

The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

11. ASSIGNMENT:

The Lender may assign this Agreement with written notice to the Borrower. In the event of such assignment, the assignee may designate a new method of payment if desired.

12. GOVERNING LAW AND JURISDICTION.

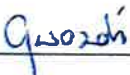
The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties reside/do business. In the event that the Parties reside/do business in different States and/or Countries, this Agreement shall be governed by Cyprus law.

13. ENTIRE AGREEMENT.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Lender:

The Borrower:



Justyna Gwozdz

DocuSigned by:

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Recomby B.V.

**Jonathan Marshall Ruwel Heymans on behalf
Kurason Trust Curaçao N.V.**

Director