

MasterLoanDocument

Agreement Purpose: Articulating the governing agreement establishing a credit line of up to \$200,000
Date: Date of Signature
Parties: Kelso Dunes LTD (BVI Company Number 2139949) ("Lender") and Pao Chai Ventures B.V. (165704) ("Borrower")

This Agreement is made by and between

"Borrower"), on the first hand,

And

Lender (the "Lender"), on the second hand.

Each Party states they have had the opportunity to receive guidance from counsel. Parties state that for the mutual considerations and promises found in this Agreement they agree to the the terms set forth in this Agreement.

Parties agree that Borrower has access to up to (two hundred thousand USD) \$200,000 in loans from Lender, during the Lending Period of the date of this Agreement on and through March 31, 2029. Each disbursement shall come with a written record of the amount, date of disbursement, and method of transmission, and be signed and executed by both Parties. Each disbursement shall come with Lender approval in the form of a signature on the Promissory Note.

For value received, Borrower promises to pay Lender, 4.5% annual interest rate on all loans made under this Agreement. Interest is to be calculated precisely from the date of any disbursement, ongoing for that disbursement, with pro rata annual interest calculated by whole months.

I. TERMS OF REPAYMENT

A. Payments

The unpaid principal and accrued interest shall be payable in full on March 31, 2029 (the "Due Date").

B. Application of Payments

All payments on this Note may be applied rst in payment of accrued interest or in payment of principal, carrying accrued interest owed, until the due date of March 31, 2029. A payment is due each month during the Lending Period. Minimum monthly payment is the interest that accumulates during that Lending Period. Borrower may make larger payments without prepayment penalty of any kind. Payments to principal shall be applied as though made on that 1st day of the Lending Period in which they were made.



C. Acceleration of Debt

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. SECURITY

This Note is unsecured by formal security interest in assets of the Borrower. Parties agree that in the case of default the Lender may seek to legally offset damages through assets of the Borrower.

III. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be applied against the installments of principal due under this note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

IV. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

V. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due; 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or 8) the sale of a material portion of the business or assets of the Borrower.

VI. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VII. MISCELLANEOUS



All funds sent from Lender to Borrower under this Agreement shall, at the direction of Lender, be made to, the Lender's Payment Agent:

Water Journey Tech Ltd.

Company Number- HE456158

Address: Veroias 11, Office 203, Strovolos, Nicosia, Cyprus. Water Journey shall sign this

Contract acknowledging its terms.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States or an agreed upon currency. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This note may not be amended without the written approval of the holder.

INDEMNIFICATION: Parties will indemnify and hold the other Party harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any negligence or action done by the indemnifying Party. Parties hold harmless and forever waive liability of all agents, directors, board members, and shareholders, for all actions, omissions, acts, taken in the scope of their agency.

DEFAULT: Borrower is accepting the risks associated with potential default and understands the bargain it is making in this case, with respect to the risk of the loan. In instances of default, Lender may proceed legally against Borrower. Lender shall waive their rights to seek damages, recourse, repayment, or any liability from the individual agents of Borrower, the Directors of Borrower, for default on this loan.

PURPOSE and USE of FUNDS: The purpose of the funds is agreed to be for legal business purposes only. Funds shall be used to further and strengthen Borrower's business, business opportunities, and protection and development of its intellectual property. Loan proceeds shall not be used for any of the following, or it shall be deemed a default of this Agreement: Founder bonuses, shareholder dividends, compensation to shareholders, loan suit settlements, compensation packages in excess of \$150,000 USD.

VIII. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Curacao. Any dispute arising under this agreement shall be brought before the competent court of Curacao. Parties may agree to private, confidential arbitration to settle any and all disputes arising from their relationship governed by this Agreement.



IX. SIGNATURES

Parties agree that DocuSign or another software that captures electronic signature is adequate for full and valid execution of this and related documents between Parties.

Signature Page to follow. End of Terms

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

End of terms. Signatures to follow.

On Behalf of Borrower

On Behalf of Lender


