

LOAN AGREEMENT 1

This agreement regulating the loan agreement between the parties, entered into today the **XX of April 2024**, hereinafter referred to as the **Agreement**, between:

Cartwheel B.V., a limited liability company registered and incorporated in terms of the laws of Curacao with company registration number 165562 and registered office situated at Groot Kwartier 10, Curacao (hereinafter referred to as "the Borrower"); and

Spinwheel Limited, a limited liability company registered and incorporated in terms of the laws of Cyprus with company registration number HE 452529 and registered office situated at Chytron, 30 2nd floor, Flat/Office A22, 1075, Nicosia, Cyprus (hereinafter referred to as "the Lender");

Whereas the Borrower requires an amount of funds for its business use, that of being an iGaming operator. This amount of funds will be used as initial funding to commence the project and start its operation.

Whereas the Lender is willing to provide the Borrower the amount required in the form of a loan (hereinafter 'Loan')

It is therefore hereby agreed:

1. The Lender will provide a Loan equal to the maximum amount of two hundred thousand Euro (€200,000).
2. The Parties specifically agree that such loan facility can be closed / stopped at the sole discretion of the Lender.
3. The Parties specifically agree that any amounts that may be due in terms of this loan agreement shall not be subject to interest. The Parties further agree that the terms of this loan agreement can be revised at the discretion of the Lender.
4. The Borrower hereby undertakes to repay the Loan within thirty (30) days from written demand by the Lender which is to be sent to the registered address of the Borrower.
5. The Parties may set off any amounts that may be due under this Agreement against any sums that the Lender may owe the Borrower.
6. The Parties hereby agree that this Agreement shall be regulated solely and exclusively by the laws of the Republic of Cyprus.
7. If at any time throughout the effective period of this Agreement, one or more provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the laws of the Republic of Cyprus, such provision shall be ineffective to the extent strictly required to avoid such invalidity, illegality or unenforceability and without any additional affect or impairment on the validity, legality and enforceability of the remaining provisions hereof.
8. This Agreement constitutes the entire agreement between the Parties and no modification or alteration hereto shall have affect unless the same is agreed in writing between both Parties.

LOAN AGREEMENT 1

eMoore N.V.
Director on behalf of
Cartwheel B.V.

eMoore Cyprus Ltd.
Director on behalf of
Spinwheel Limited

DRAFT