

LOAN AGREEMENT

Date: 02 January 2025

This Loan Agreement (the "Agreement") is entered into on the above date by and between:

Oxilium N.V., a limited liability company incorporated under the laws of Curaçao, with registration number 165075 and registered address at Dr. M. J. Hugenholtzweg 25, Willemstad, Curacao, duly represented by **Veysel Demir** of Virae Management B.V.

(hereinafter referred to as the "**Borrower**")

and

Christiana Ilia, a Cypriot national residing at Spyrou Kyprianou 14B, Trachoni, Limassol, 4651, Cyprus, holder of Cypriot Passport No. K00491320 (hereinafter referred to as the "**Lender**")

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

The Parties hereby agree as follows:

1. SUBJECT MATTER

1.1. The Lender agrees to provide the Borrower with a loan of up to **EUR 300,000** (Three Hundred Thousand Euros Only) (the "Loan"), and the Borrower undertakes to repay the Loan in accordance with the terms set out in this Agreement. Partial disbursements and repayments are permitted.

1.2. The Loan shall be used exclusively for financing the Borrower's new business ventures. The Borrower undertakes to utilize the Loan strictly for the stated purpose.

1.3. The Loan shall bear interest at a rate of **0% (zero percent)** per annum. No fees, charges, or other costs shall be incurred by the Borrower in connection with the Loan.

1.4. The Loan shall be repaid by the Borrower upon the success of the aforementioned business ventures.

2. LOAN TERM

2.1. The Loan shall be repayable within a period of **three (3) years** from the date of full disbursement. Early repayment is permitted without penalty should the business ventures prove successful.

2.2. If the business ventures are successful within the Loan Term, the Borrower shall repay the Loan in full to the Lender in accordance with this Agreement.

3. DISBURSEMENT AND REPAYMENT

3.1. Disbursements shall be made upon the Borrower's request in a form mutually agreed by the Parties. The Lender shall transfer the requested amount within fourteen (14) days of

receiving the request. Funds may be paid directly to the Borrower or to any of its subsidiaries involved in the business venture.

3.2. The Borrower agrees to repay the Loan no later than the final day of the Loan term, by transferring the outstanding amount to the Lender's designated bank account.

4. MISCELLANEOUS

4.1. All notices or communications under this Agreement shall be sent to the addresses specified above unless otherwise notified in writing by either Party.

4.2. This Agreement shall be governed by and construed in accordance with the laws of Curaçao. Any disputes arising out of or in connection with this Agreement shall first be resolved through mutual negotiations. If negotiations fail, the matter shall be submitted to the competent courts of Curaçao.

4.3. This Agreement shall become effective upon signature by both Parties and shall remain in effect until all obligations of the Parties have been fulfilled.

4.4. This Agreement is executed in two (2) original counterparts, one for each Party, each of which shall have equal legal force and effect.

Signed on 2nd January 2025

For the Borrower

Oxilium N.V.

By: _____

V. Demir

Veysel Demir

Managing Director

For the Lender

By: _____

Christiana Ilia
Christiana Ilia