

LOAN AGREEMENT

This **LOAN AGREEMENT** (the “**Agreement**”) is made and entered into on **July 1st, 2024** (the “**Effective Date**”) by and between:

Mr. Kittipong Kiatcheeranun, a Thai citizen, holding Passport No. AC4113661, residing at 45/22 The MARQ Pinklao, Sukhaphiban Bang Ramat, Sala Thamasop, Thawi Watthana, Bangkok, Thailand 10170 (the “**Lender**”); and

Mr. Peerapat Wongkasem, a Thai citizen, holding Passport No. AD1059499, residing at 248/29 Maison Garden, Thung Song Hong, Lak Si, Bangkok 10210 (the “**Borrower**”).

The LENDER and the BORROWER are hereinafter from time to time collectively referred to as the “PARTIES” and individually as a “PARTY”.

WHEREAS, the Lender agrees to provide a loan to the Borrower, and the Borrower agrees to repay the loan under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein constrained the Borrower and the Lender further agree as follows:

1. Loan Amount and Purpose

1.1 The Lender agrees to lend to the Borrower and the Borrower agrees to borrow from the Lender the sum of **Two Hundred Ninety-Two Thousand Three Hundred Sixty-Eight US Dollars (USD 292,368)** (the “**Capital**”).

1.2 The Borrower, who is a shareholder and director of Boar Lane Marketing N.V. (the “**Company**”), acknowledges and agrees that the loan is provided for the purpose of supporting the Company’s business operations. The use of the loan proceeds shall include, but is not limited to, the preparation, launch, and execution of marketing campaigns aimed at driving the Company’s business growth, as well as other operational activities essential to achieving its commercial objectives.

1.3 The Borrower agrees that the funds shall not be used for any purpose unrelated to the Borrower’s business operations without the prior written consent of the Lender.

2. Repayment

2.1 The Borrower agrees to repay the Capital within one (1) month from the date the Lender sends a written notice to the Borrower demanding repayment (the “**Repayment Due Date**”). The repayment shall be made to the Lender’s account as follows:

- (1) Bank name: United Overseas Bank Limited (UOB)
- (2) Account name: Kittipong Kiatcheeranun
- (3) Account no. 392-903-054-9
- (4) SWIFT BIC code: UOVBSGSG
- (5) UEN No:193500026Z

2.2 Under this Agreement, the Borrower may repay the Capital before the Repayment Due Date without penalty.

3. Representations and Warranties

The Borrower represents and warrants that:

(1) It has the full legal capacity to contract, power and authority to execute and deliver this Agreement, and to perform its obligations hereunder; and

(2) The execution and delivery of this Agreement do not conflict with any other agreement or obligation binding the Borrower.

4. Term and Termination

4.1 This Agreement will commence on the Effective Date.

4.2 Either Party may terminate this Agreement for convenience by giving the other Party thirty (30) days prior written notice of such termination.

4.3 Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement.

4.4 Upon termination of this Agreement, it shall not affect the right to claim damages (if any).

5. Confidentiality

Both Parties agree that all information, documents, and materials exchanged between them in connection with this Agreement, including the terms of the loan, financial details, and any other proprietary or confidential information, shall be kept confidential. Neither Party shall disclose any such information to any third party without the prior written consent of the other Party, unless required by law or regulation. This confidentiality obligation shall survive the termination or expiration of this Agreement and remain in effect for five (5) years thereafter.

6. Indemnity

6.1 If one Party (the "**Breaching Party**") fails to perform any obligations stipulated in this Agreement, or are in any other violation of this Agreement which shall be deemed a breach of this Agreement, the other Party (the "**Non-Breaching Party**") shall be entitled to require the Breaching Party to be liable for said breach until the Breaching Party has completely rectified such breach and has eliminated any influence, and the Breaching Party should compensate the Non-Breaching Party.

6.2 Each Party agrees to indemnify and hold harmless the other Party against any damages, losses, liabilities, costs, or expenses in connection with any claim or action as a result of the breach or alleged breach of this Agreement.

7. Amendment

No amendments, changes, or modifications to this Agreement and any attached hereto shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof.

9. Severability

The invalidity or unenforceability of any provision of this Agreement shall not in any way affect, impair or render unenforceable this Agreement or any other provision contained herein, all of which shall remain in full force and effect.

10. Notice

Any notice, report, correspondence, or communication required or permitted by this Agreement shall be made or delivered by the Party to another pursuant to this Agreement shall be made in writing or made by email or letter which should be delivered to the address first written above or to the email address as specified by the Parties below:

- (1) The Lender: kk_tomas@hotmail.com
- (2) The Borrower: pwmonkey05@gmail.com

11. Waiver

No failure or delay by any Party in exercising or enforcing any right, power, or remedy which arises under the Agreement shall operate as a waiver of that or any other right, power, or remedy. No waiver shall be effective unless in writing and signed by the enforcing Party of the right, power, or remedy.

12. Governing Law

This Agreement shall be governed in all respects by the laws of the Curaçao, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. Any dispute controversy, or claim arising out of, or relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, invalidity, enforceability or any dispute regarding non-contractual obligations arising out of or relating to such obligations, shall be settled immediately through negotiation between their authorized representatives of the Parties. If the dispute could not be resolved through negotiation within thirty (30) calendar days, the Parties shall resolve the dispute through arbitration administered by the Singapore International Arbitration Centre (“SIAC”), in accordance with the SIAC Rules in force at the time the relevant Notice of Arbitration is submitted. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

13. Signatures and Counterparts

PDF email signatures to this Agreement will be deemed as original signatures. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

14. Headings

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Lender and the Borrower have hereunto executed this Agreement on the Effective Date.

Lender:

Signature KITTI PONG
Name: Kittipong Kiatcheeranun

Borrower:

Signature PA W.
Name: Peerapat Wongkasem