

LOAN AGREEMENT

PARTIES

This Loan Agreement (hereinafter referred to as the “**Agreement**”) is entered into on 18.07.2022 (the “**Effective Date**”), by and between

Bohdan Podilchuk, with an address of 16, Chigorina street, apt. 29, Kyiv, Ukraine, passport No: FU 267682, issue date: 22.02.2019, Tax Identification Number from country of Tax Residence: 3049619714 (hereinafter referred to as the “**Borrower**”), and

Tatiana Petrenko, with an address of 16, Academician Amosov street, apt. 27, Nezhin, Chernihiv region, Ukraine, passport No: HM 476239, issue date: 17.05.2014, Tax Identification Number from country of Tax Residence: 3319208024 (hereinafter referred to as the “**Lender**”) (collectively referred to as the “**Parties**”).

LOAN

The Parties agree that the loan information set below is accurate:

- The loan term is 1 year;
- Loan Amount: 75 000 USD;
- Interest Rate is 2% annually;
- The Loan Amount shall be due and payable in lump sum on 18.07.2023;
- Payment Method: cash or non-cash with a note;
- The Lender shall not charge a late.

ACKNOWLEDGEMENT

Hereby, the Parties agree that the Lender will lend 75 000 USD to the Borrower as per this Agreement.

PAYMENT

Hereby, the Parties agree that the payment must be made 18.07.2023, 1 year after the Effective Date of the Agreement.

The method of payment will be in cash or non-cash with a note.

PROMISE TO PAY

The Parties hereby agree that the Borrower promises to pay the Lender 75 000 USD.

The Parties agree the Interest Rate for this loan shall be 2% to be accrued annually.

DEFAULT

This Agreement will be regarded as default in case the Borrower does not pay by the due date, his/her death, bankruptcy and/or inability to pay.

AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Ukraine.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to mediation in accordance with, and subject to the laws of Ukraine.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

OWNERSHIP

The Parties agree that this Agreement is not transferable unless a written consent is provided by both Parties of this Agreement.

SEVERABILITY

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

BORROWER

Name: Bohdan Podilchuk

Signature: _____

Date: 18.07.2022

LENDER

Name: Tatiana Petrenko

Signature: _____

Date: 18.07.2022