

## SHAREHOLDER LOAN AGREEMENT

This Shareholder Loan Agreement ("Agreement") is made and entered into on this 5th day of March, 2025, by and between:

**Chin Kit Chong ("Lender")**, a shareholder of Sendosa BV, with an address at F-4-6 BLOK F TASIK HEIGHTS APT, 6 PERSIARAN 21/146 BANDAR TASIK SELATAN, 56000 KUALA LUMPUR

AND

**Sendosa BV ("Borrower")** a company incorporated under the laws of Curacao, with its registered office at Zuikertuintjeweg Z/N Curacao.

### RECITALS

WHEREAS, the Lender is a shareholder of the Borrower and agrees to extend a loan to the Borrower on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### Loan Amount and Drawdown

1.1. The Lender agrees to provide a loan to the Borrower in the principal amount of **EUR 100,000.00 (the "Loan")**.

1.2. The Loan shall be drawn by the Borrower in one or more installments, as determined by the Borrower as required by the Borrower for its operations. The Loan shall only be drawn when the Borrower requires funds for its business activities.

### Interest Rate and Calculation

2.1. The Loan shall bear interest at a rate of 4% per annum (the "Interest Rate").

2.2. Interest shall be calculated on the outstanding principal balance of the Loan, based on a 365-day year, and shall accrue annually.

2.3. Interest shall only begin to accrue once the Loan is drawn down by the Borrower (i.e., when the funds are received by the Borrower).

2.4. Interest shall only be payable when the Borrower has earned profits, meaning the Borrower will not be required to pay interest unless the Borrower's earnings, as determined by its financial statements, allow for such a payment. The Borrower may defer payment of interest if profits are not sufficient to cover the interest amount.

### **Repayment of Loan and Interest**

3.1. The Loan, including any accrued interest, shall be repaid by the Borrower in accordance with the terms agreed upon by both parties, which may be subject to the Borrower's financial position.

3.2. Repayment of Principal: The principal of the Loan may be repaid at any time by the Borrower in whole or in part. Repayments of principal shall first apply to the outstanding interest, and any remaining amount shall be applied to reduce the principal balance.

3.3. Repayment of Interest: Interest may be deferred and accumulated by the Borrower if the Borrower is not earning sufficient profits to cover the interest, but will be payable when the Borrower is in a financial position to do so.

3.4. The Borrower shall have the option to make partial or full payments toward the principal and accrued interest, provided that the Borrower complies with the conditions of financial profitability as specified in this Agreement.

### **Drawdown of Loan Funds**

4.1. The Lender will provide the Loan to the Borrower by transferring the agreed amount to the Borrower's designated account when requested.

4.2. The Loan funds will be available for drawdown by the Borrower in one or more installments. The Lender shall only be required to transfer funds as requested by the Borrower, and the Loan will not be considered active until the funds are actually drawn by the Borrower.

### **Term and Termination**

5.1. This Agreement shall remain in effect until the Loan is repaid in full, including any interest accrued.

5.2. Either party may terminate this Agreement by mutual written consent, provided that such termination does not affect any rights or obligations accrued prior to termination.

### **Miscellaneous**

6.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Curacao.

6.2. Dispute Resolution: In the event of any dispute or claim arising from this Agreement, the parties agree to attempt to resolve the matter amicably through negotiation.

6.3. Amendment: Any amendments to this Agreement must be in writing and signed by both parties.

6.4. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, and agreements, whether written or oral, regarding the subject matter hereof.

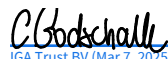
IN WITNESS WHEREOF, the parties have executed this Shareholder Loan Agreement as of the date first written above.

Lender:

  
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Chin Kit Chong

Borrower:

  
IGA Trust BV (Mar 7, 2025 22:31 GMT+1)

IGA Trust B.V.

Title: Managing Director

Sendosa BV

# Shareholder Loan Agreement - Sendosa BV

Final Audit Report

2025-03-07

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2025-03-07                                   |
| By:             | Mónica Paola Botero (monica@igatrust.com)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAyiOzvZ7sCmgQDIwBKVDYhwzqp2m2C9GR |

## "Shareholder Loan Agreement - Sendosa BV" History

-  Document created by Mónica Paola Botero (monica@igatrust.com)  
2025-03-07 - 6:26:05 PM GMT- IP address: 190.112.240.128
-  Document emailed to Claire Godschalk (claire@igatrust.com) for signature  
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-  Email viewed by Claire Godschalk (claire@igatrust.com)  
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-  Signer Claire Godschalk (claire@igatrust.com) entered name at signing as IGA Trust BV  
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-  Document e-signed by IGA Trust BV (claire@igatrust.com)  
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