

LOAN AGREEMENT

BETWEEN

RADHIKA HASAN

And

RAEEN Exchange N.V.

LOAN AGREEMENT

THIS AGREEMENT is executed as a deed on the date of signature. It serves as a confirmation of the arrangements between the parties and shall be deemed to have effect from 18 September 2023 (the 'Effective Date')

BETWEEN

- (1) Radhika Hasan of Villa 2, Ponderosa Courtyard 6, The Villa, Dubailand, Dubai, United Arab Emirates (the **Lender**); and
- (2) RAEEN Exchange N.V. (Curacao company # 155342) of Schottegatweg Oost 72 A, Curacao (the **Borrower**)

BACKGROUND

- A. The Borrower requires money to pay administrative expenses and carry out business operations until such time that it is able to generate profit through its business. The Lender has agreed to loan a sum of \$100,000 (One Hundred Thousand US Dollars) to the Borrower for this purpose.
- B. The Parties wish to record in this Agreement the terms on which the money will be loaned to and repaid by the Borrower.

The Parties agree that:

Meanings

1. These words and phrases have defined meanings:

Available Amounts	the amount the Lender will make available to the Borrower under paragraph 4;
Borrowed Sum	the principal amount lent by the Lender to the Borrower under this Agreement which is outstanding from time to time;
Event of Default	any event or circumstance specified in the paragraph below (Default);
Facility	the term loan facility made available under this Agreement;
Purpose	to carry out business operations of the company and pay expenses and costs related to the set up and running of the Company

2. In this Agreement, unless the context means a different interpretation is needed:
- a. **including** means "including without limitation";
 - b. words denoting the singular include the plural and vice versa, and words denoting any gender include all genders;
 - c. a **person** includes firms, companies, government entities, trusts and partnerships;
 - d. a **party** means a party to this Agreement and includes its assignees and successors in title and, in the case of an individual, to his estate and personal representatives;
 - e. reference to a **paragraph** or **Schedule** is to a paragraph or Schedule of or to this Agreement (and the Schedules form part of this Agreement);
 - f. reference to a statute or statutory provision includes any modification of or amendment to it, and all statutory instruments or orders made under it; and
 - g. reference to **writing** or **written** includes faxes and email but not any other type of electronic communication.
3. The headings in this Agreement are for convenience only and do not affect its meaning.

Loan

4. The Lender will make available to the Borrower an unsecured loan facility of the following amount (the **Available Amount**) on the terms and subject to this Agreement:
- a. \$100,000 (One Hundred Thousand US Dollars)
5. The Lender will make available to the Borrower the loan facility and the Borrower may drawdown on this loan facility as and when it requires. The drawdown does not have to be executed in one go and the Borrower may drawdown on the Loan over a period of time.

Purpose

6. The Borrower will use the Available Amount to carry out its business operations, pay third party expenses and utilise the money to cover administrative expenses and generate business.
7. The Lender has no obligation to check how any amount loaned under this Agreement is used.

Condition to drawdown

8. The Lender will only be obliged to make the Facility available to the Borrower if the warranties in paragraph below (Warranties) are true and correct in all material respects and will be true and correct in all material respects immediately after the Lender has lent the amount specified in the loan agreement.

Interest payments

9. If the Available Amount is not returned to the Lender by 31st December, 2026, the the Borrower will pay the Lender a fixed interest of 5% per annum on the drawn down balance. This interest will start to accrue from the 1st of January 2027. For the avoidance of doubt, if the drawn down amount is US\$ 100,000, the interest payment will equal \$5,000 (Five Thousand US Dollars) per annum. This return will become due on each anniversary of the date of this agreement.
10. The interest payments may be varied by mutual consent between the Parties.
11. Interest payments will be made to the Lender's bank account (unless mutually agreed otherwise) or as otherwise instructed by the Lender. The bank account will be specified once the first interest payment becomes due.
12. If the Borrower does not make a payment under this Agreement when due, the Borrower will have a 90 days grace period, at the end of which if payment is still not made, this agreement will be in breach and the Borrower will be independently and jointly liable to pay the outstanding Borrowed Sum along with the accrued interest within 90 days.

Covenants by the Borrower

13. The Borrower covenants with the Lender that so long as the Loan, any Balances thereon is outstanding, the Borrower will:
 - a. Not, without prior written consent of the Lender, use the Borrowed Sum for any other Purpose;
 - b. Keep the Lender informed of the financial conditions of the Borrower and furnish the Lender, to such extent and in such form and detail as the Lender may require information regarding the Borrower and Purpose.

Repayment

14. The full term of the Facility is 31st December 2030.
15. The Borrower will repay the Borrowed Sum in full by 31st December 2030. The obligations set out above are subject to any early repayment made in accordance with the paragraph below.
16. The Borrower may repay the Borrowed Sum, together with accrued interest, at any time in whole or in part by giving not less than 7 Business Days' notice in writing.
17. The term of the loan may be varied at any time with the consent of all Parties.

Warranties

18. The Borrower warrants to the Lender on the date of this Agreement that:
 - a. it is a private limited company incorporated in Curacao;
 - b. it has the power and authority to execute and perform this Agreement;

- c. its obligations under this Agreement and any transaction contemplated by it are legal, valid, binding and enforceable;
 - d. the execution and performance by the Borrower of the obligations in and transactions contemplated by this Agreement do not and will not conflict with its constitutional documents or any of its obligations to any third party;
 - e. it has taken all necessary action and obtained all necessary authorisations to enable it to execute, deliver and perform its obligations under this Agreement;
 - f. no Event of Default has occurred, is continuing or might reasonably be expected to result from the Lender making any loan under this Agreement or the entry into, the performance of, or any transaction contemplated by this Agreement;
 - g. it is not a party to any existing, pending or anticipated litigation, arbitration or administrative proceedings;
 - h. there is no outstanding judgement or award against it given by a court, an arbitrator or any other body;
 - i. all information supplied by or on behalf of the Borrower to the Lender in connection with this Agreement was complete, true and accurate in all material respects at the time it was supplied or at the date it was stated to be given (except where it has been amended, superseded or updated by more recent information supplied by or on behalf of the Borrower to the Lender); and
 - j. it is not aware of any steps having been taken or any legal proceedings initiated or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a liquidator, receiver, administrative receiver or other similar officer in respect of the Borrower or any of its assets.
19. Each of the warranties in the above paragraph is deemed to be repeated by the Borrower on the date all or part of the Facility is actually lent to the Borrower by Lender.

Undertakings

20. From the date of this Agreement until all its liabilities under this Agreement have been discharged, the Borrower will:
- a. provide the Lender with any financial or other information relating to the Borrower or its business as the Lender reasonably requests from time to time;
 - b. notify the Lender of any litigation, arbitration or administrative proceedings as soon as it becomes aware of them;
 - c. comply in all respects with all laws if failure to do so would have or would be reasonably likely to have a material adverse effect on the **Purpose**, or the Borrower's ability to perform its obligations under this Agreement;
 - d. notify the Lender of any Event of Default or an event or circumstance which would (with the expiry of a grace period, the giving of notice and/or the making of a determination) be an Event of Default (and the steps, if any, being taken to remedy it)

promptly on becoming aware of its occurrence;

e. will not create or permit to subsist any security interest over any of its assets.

Default

21. For the purposes of this Agreement each of the following events or circumstances is an Event of Default:

- a. the Borrower fails to pay any sum payable under this Agreement on its due date;
- b. the Borrower fails to comply with any provision of this Agreement (other than by failing to pay) unless the failure to comply is, in the reasonable opinion of the Lender, capable of remedy and is remedied within 14 Business Days of the earlier of:
 - i. the Lender giving notice to the Borrower of the default and the remedy required; and
 - ii. the Borrower becoming aware of the default;
- c. any warranty or statement made or deemed made by the Borrower in or under this Agreement and/or any other document delivered by or on behalf of the Borrower in connection with this Agreement is or proves to have been untrue, incorrect, incomplete or misleading in any material respect when made or deemed to be made.
- d. any indebtedness of the Borrower is not paid when due.

22. On the occurrence of an Event of Default, or at any time after the occurrence of an Event of Default which is continuing, the Lender may by notice to the Borrower:

- a. cancel the Facility (which will then be immediately cancelled);
- b. declare that all or part of the Borrowed Sum, all accrued interest and all other amounts outstanding under this Agreement is immediately due and payable (which will then become immediately due and payable); and/or
- c. declare that all or part of the Borrowed Sum becomes payable on demand (which will then become immediately payable on demand by the Lender).

23. All payments made to the Lender in discharge of the Lender's indebtedness will be credited first to the payment of accrued interest on the Borrowed Sum and then to the repayment of the Borrowed Sum.

24. The Borrower will within three Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it as a result of the occurrence of an Event of Default.

Entire agreement

25. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this paragraph limits or excludes any liability for fraud or fraudulent misrepresentation.

Assignment

26. The Borrower may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the Lender.
27. The Lender may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement.

Variation

28. No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of each of the parties.

Notices

29. Any notice (other than in legal proceedings) to be given under this Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified party, or sent by email to the business email address of the Lender.
30. Notices which are:
 - a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Business Day after the date of posting, and where posted from or to addresses outside the United Kingdom, on the tenth Business Day after the posting date;
 - b. sent by email will be deemed to have been received 24 hours after sending.

Miscellaneous

31. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
32. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.

Governing law and jurisdiction

33. This Agreement and any non-contractual obligations arising in connection with it will be governed by and interpreted according to the laws of Curacao. All disputes arising under or in connection with the Agreement will be subject to the exclusive jurisdiction of the Curacao courts.

Executed as a deed by

Radhika Hasan

Radhika Hasan

Executed as a deed by

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

Pearl Trust and Management Corporation N.V.
on behalf of RAEEN Exchange N.V.