

THIS LOAN FACILITY AGREEMENT made with effect from 31st October 2024.

BETWEEN

1. **(1) Tzu Hsuan LIAO** of 15 F., No. ,4 Ln. 302, Sec. ,4 Xinyi Road, Da' an District, Taipei City 106427, Taiwan (R.O.C.) , (hereinafter referred to as “the Lender”) (which expression unless inconsistent with the context shall include its successors and assigns); and
2. **(2) Cosmos Interactive Entertainment N.V.** a Company incorporated under the laws of Curacao with a registered office at Zuikertuintjeweg ZIN (Zuikertuin Tower), Willemstad, Curaçao, registration number 161708. (hereinafter referred to as “the Borrower”) of the other part.

IT IS HEREBY AGREED as follows: -

1. The Borrower wishes to borrow, and the Lender is prepared to lend the sum of money more particularly set out in this Agreement.
2. The Borrower hereby acknowledges that the Lender has not solicited the making of this loan and has not held itself out to be a lending institution by whatever denomination.
3. Notwithstanding the foregoing, the parties have agreed that their dealings shall be governed by this Agreement.

1. The Loan Facility

The Lender has agreed to extend to the Borrower a loan facility up to a maximum of USD\$500,000.00 (Five Hundred Thousand USD) (the “Loan Facility”).

2. Drawdown

The Borrower may drawdown as and when required and at the Lender’s discretion, any amount up to an aggregate not exceeding the maximum Loan Facility amount.

3. Repayment

The Borrower shall repay any loan granted under this Agreement, as may be agreed between the parties from time to time.

4. Security

The Loan Facility shall be unsecured.

5. Interest

Any loan granted under this Agreement shall be free of interest, unless otherwise agreed between the parties from time to time.

6. Assignment

The Loan Facility is not assignable without the consent in writing of both the Lender and the Borrower.

7. Governing Law

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

8. Arbitration

Any dispute between the parties to this Agreement arising out of or in connection with this Agreement shall be settled through negotiation between the parties.

If such negotiations do not result in a final and binding settlement, then all disputes or differences which shall at any time arise between the parties whether during the term or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Laws of Curacao.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF the parties have hereunto executed these presents the day month and year before written.

EXECUTED as a DEED by the Lender 廖子萱

In the presence of

Witness: 許威駿

Full Name: HSU, WEI-CHUN

Address: 3F., No. 21, Ln. 82, Gangqian Rd., Neihu Dist., Taipei City 114, Taiwan (R.O.C.)

Occupation: Engineer

EXECUTED as a DEED by the Borrower 廖子萱

In the presence of

Witness: 吳偉倫

Full Name: WU, PEI-LUN

Address: 13F., No. 159, Songde Rd., Xinyi Dist., Taipei City 110, Taiwan (R.O.C.)

Occupation: Finance