

THIS AGREEMENT is made this 23rd day of December 2024 and with effect from 9th April 2024

BETWEEN:

AFTERMATH B.V of Kaya W.F.G. (Jombi) Mensing 24 Unit A Curacao, a Company incorporated in Curacao with registration number.166859 ("**the Borrower**")

AMBASSADOR HOLDINGS LLC of Suite 3, Bonadie's Plaza, Egmont Street, Kingstown, St Vincent & The Grenadines, incorporated in St Vincent & The Grenadines with registration number.2979LLC2023 ("**the Lender**")

WHEREAS:

The Lender wishes to invest in the startup of a new business to be carried on by the Borrower.

Together with other investors the Lender will provide financial facilities to enable the establishment and working capital of the Borrower.

1. Nature of Facilities

The Lender shall lend and the Borrower shall borrow from the Lender the sum of USD 3,770,000.00 ("**the Loan**"), upon and subject to the terms and conditions of this Agreement.

2. Advance

The Lender shall be deemed to advance and the Borrower to take up the Loan in varied amounts and to a maximum of USD 9,000,000.00

3. Purpose of Facilities

The Borrower will apply the Loan solely for the purpose specified in the schedule hereto.

4. Repayment

4.1 The Borrower will issue Registered Shares to the Lender in the amount equal to the Loan. The Lender is to be repaid by the Borrower prior to any dividend being payable or paid to any other shareholder or lender] Subject to clause 4.2 below the Borrower shall repay the Loan on 31st December 2030

4.2 The Borrower shall be entitled to prepay all or part of the Loan at any time prior to the Repayment Date without penalty.

5. Severability

In the event that this Loan Agreement shall prove to be void, voidable, or otherwise unenforceable in any part or in any way, the Borrower shall execute and deliver or otherwise provide to the Lender on demand such replacement security as the Lender shall reasonably require.

6. Events of Default

If the Borrower defaults in observing or fulfilling any of their obligations under this Deed and does not make good the default within a reasonable period of written notice given to them by the Lender specifying the said default. Substantial Events of Default are included in the Corporate Agreement made between the parties.

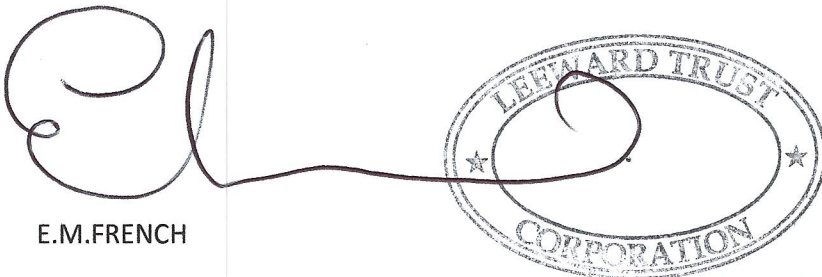
7. Notices

Any Notice to be given to either party hereto may be delivered by hand, by courier or by email to the last known address of the party to be given such notice.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Curacao and the Courts shall have exclusive jurisdiction with regard to the settlement of all disputes or claims which may arise out of or in connection with this Agreement, and both parties accede to the exclusive jurisdiction of the said Court.

IN WITNESS WHEREOF the Borrower and the Lender have executed this document as a Deed this 23rd day of December 2024

A handwritten signature in dark ink, appearing to be 'E.M. French', is written over a circular corporate stamp. The stamp has a double-lined border. Inside the border, the words 'LEeward TRUST' are written in an arc at the top, and 'CORPORATION' is written in an arc at the bottom. Two small stars are positioned on the left and right sides of the stamp, separating the top and bottom text.

E.M.FRENCH

FOR AND ON BEHALF OF AMBASSADOR HOLDINGS LLC – THE LENDER

FOR AND ON BEHALF OF AFTERMATH B.V – THE BORROWER

SCHEDULE A

PURPOSE OF THE LOAN

To provide sufficient working capital for the development of the technology platform and the start up phase of the business Aftermath B.V. until such time as the Business is cash flow positive.

To engaging registered agents, consulting and accounting professionals and legal professionals in multiple jurisdictions and for corporate restructuring.

To acquiring certain domains and to make applications to appropriate Regulator for a suitable gaming license or licenses.

To acquiring Casino Gaming software. To paying Server and Hosting fees, technology and communications.

To paying salaries, recruitment agencies, staff training and contractors

Such activities may be performed by a service provider for the Borrower.