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document.

**Roderick Attard** 26/11/2  
CPA Warrant No. 11349  
29, 'Aurora', Katerina Vitale Str,  
Santa Lucia. SLC1800

## LONG TERM LOAN AGREEMENT (EUR 40,000)

THIS LOAN AGREEMENT, (the "**Agreement**") is entered into on the twenty-first (21st) day of August of the year two thousand and twenty-four (2024) by and between

On the First Part, Angela Attard Fenech, Maltese national, holder of ID Number 0445177 M and Fabrizio Fenech, Maltese national, holder of ID Number 0380584M in their capacity as directors jointly appearing hereon on behalf of Religa Limited, a company registered under the laws of Malta with company registration number C101103 and having its registered address at Level -4, Portomaso Marina, Portomaso, St Julians PTM4010, Malta, hereinafter referred to as the "Lender";

and

On the Second Part, IGA Trust BV, a company established in Curacao under the registration number 154605 in its capacity as director appearing hereon on behalf of Religa BV, a company registered under the laws of Curacao with company registration number 168011 and having its registered address at Zuikertuintjeweg z/n in Curacao, hereinafter referred to as the "Borrower";

The Lender and the Borrower are further referred to collectively as "Parties" and individually as a "Party".

### WHEREAS

The Borrower seeks to obtain, and the Lender has agreed to provide, a Loan in the principal amount of forty thousand Euro (Eur40,000) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. AMOUNT AND TERMS OF THE LOAN

- 1.1. **Loan.** The Lender hereby agrees, subject to the terms and conditions herein set forth and in reliance upon the representations, warranties and agreements contained herein, to extend a borrowing facility to the Borrower upon a written request up to a maximum principal amount of forty thousand Euro (€40,000) (the "**Loan**").
- 1.2. **Repayment.** The loan principal and interest shall be repaid in full via a bank transfer by the thirty- first (31st) day of December of the year two thousand and twenty-six (2027), unless otherwise agreed to by the Parties

1.3. **Interest.** 6% per annum which interest shall accrue daily. Interest will be charged and shall be payable on quarterly basis.

1.4. **Purpose.** The funds originating from this Loan are to be utilised by the Borrower for normal operations conducted by the Borrower.

**1.5. Conditions of Disbursement.**

- (a) The Loan shall be disbursed upon written request from the Borrower, up to a maximum amount of forty thousand Euros (€40,000).
- (b) The Loan shall be disbursed by means of a bank transfer to the Borrower, based on bank details provided by the Borrower.
- (c) The date(s) of the disbursement(s) shall be the date on which the disbursement in question is made, as evidenced by the respective financial instrument verifying that such transfer has been duly executed (the "**Date of Disbursement**").

**2. REPRESENTATIONS AND WARRANTIES OF THE BORROWER**

The Borrower represents and warrants to the Lender as follows:

2.1. **Existence and Power.** The Borrower is a company duly organized, validly existing and in good standing under the laws of Malta and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

2.2. **Authorization; No Contravention.** The Borrower has been duly authorized to execute, deliver, and perform this Agreement. The consummation of the transactions contemplated by this Agreement and performance by the Borrower of its obligations hereunder will not result in a breach or violation of, a default under, or conflict with the Borrower's charter or any existing agreement to which it or any of its properties or assets is subject.

2.3. **Binding Effect.** This Agreement has been duly executed and delivered by the Borrower and, assuming due execution and delivery by the Lender, this Agreement constitutes the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with its terms, subject to (a) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws, (b) laws of general applicability relating to or affecting creditors' rights and (c) general equity principles.

2.4. **Constitutive Documents.** The Borrower has made available to the Lender a correct and complete copy of its certificate of registration and memorandum and articles of association, each as amended to date (collectively, the "Constitutive Documents"). Each such instrument is in full force and effect. The Borrower is not in violation of its Constitutive Documents.

**2.5. Compliance.** As of the date hereof, the Borrower is not in material conflict with, or in material default or material violation of, any material legal requirement of the applicable laws as per its place of registration. As of the date hereof, no investigation or review by any Malta governmental entity is pending or has been threatened against the Borrower, and no written notice has been received by the Borrower alleging or inquiring about an alleged or suspected violation of any material legal requirements.

**2.6. Litigation.** There is no material litigation instituted or pending, or, to the best of the Borrower's knowledge, threatened (or unasserted but which may possibly be asserted), involving the Borrower that is reasonably likely to prevent the consummation of the transactions contemplated hereby.

**2.7. Assets.** The Borrower has good and marketable title to all assets owned by the Borrower and/or shown on its balance sheet.

### **3. REPRESENTATIONS AND WARRANTIES OF THE LENDER**

The Lender hereby represents and warrants to the Borrower as follows:

**3.1.** The Lender has full authority to execute, deliver and perform its obligations under this Agreement.

**3.2. Binding Effect.** This Agreement has been duly executed and delivered by the Lender and, assuming due execution and delivery by the Borrower, this Agreement constitutes the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms, subject to (a) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws, (b) laws of general applicability relating to or affecting creditors' rights and (c) general equity principles.

### **4. EVENTS OF DEFAULT**

**4.1. Events of Default.** Upon an occurrence of any of the following events (each, an "Event of Default"), the principal amount of the Loan outstanding, plus all interest accrued thereon if applicable, shall be immediately due and payable upon the delivery by Lender to the Borrower of notice thereof:

- (a) Non-payment of any amount when and as the same shall become due hereunder.
- (b) The failure by the Borrower to observe or perform any term, covenant or condition contained in this Agreement, and such failure shall not have been cured within the period of grace, if any, provided herein.
- (c) Any representation or warranty made or confirmed by the Borrower in this Agreement was false or misleading when made or confirmed.
- (d) The entry by the Borrower, without the Lender's consent, into any agreement providing for any merger, consolidation, reorganization,

liquidation, winding up, or dissolution (or if the Borrower suffers any liquidation or dissolution), or if the Borrower, without the Lender's consent, conveys, sells, assigns, leases, transfers, or otherwise disposes of, in one transaction or a series of transactions, substantially all of its business, property or assets, whether now owned or hereafter acquired;

- (e) Voluntary, without the Lender's consent, or involuntary bankruptcy, reorganization, insolvency, arrangement, receivership, or similar proceedings are commenced by or against the Borrower,

## 5. INDEMNIFICATION

### 5.1. Borrower Indemnification

- (a) The Borrower assumes full liability for, and agrees to and shall indemnify and hold harmless the Lender against and from, any and all liabilities, obligations, losses, damages (compensatory, punitive or otherwise), penalties, claims, actions, taxes, duties, suits, costs and expenses (including, without limitation, reasonable legal counsel's fees and expenses and costs of investigation) of whatsoever kind and nature, including, without prejudice to the generality of the foregoing, those arising in contract or tort (including, without limitation, negligence) or by strict liability or otherwise, which are imposed on, incurred by or asserted against the Lender and which in any way relate to or arise out of, whether directly or indirectly:
  - i. any of the transactions contemplated by this Agreement or the execution, delivery or performance thereof.
  - ii. the operation or maintenance of the Borrower's facilities or the ownership, control or possession thereof by the Borrower; or
  - iii. the exercise by the Lender of any of his rights and remedies under this Agreement; provided that the Lender shall not have any right to be indemnified hereunder for his own recklessness or wilful misconduct.

## 6. SURETY

6.1 In order to better guarantee the repayment of the Loan and the payment of interests accruing thereon, if applicable, and the faithful performance and observance of all the obligations undertaken by the Borrower on this Agreement the Surety hereby stands surety with the Borrower in favour of the Lender which accepts.

6.2 The Surety declares to have read, understood and accepted all the terms and conditions contained in this Agreement;

## 7. MISCELLANEOUS

- 7.1. **Survival.** All of the representations, warranties, covenants, and agreements made by the parties in this Agreement or pursuant hereto in any certificate, instrument, or document shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this

Agreement until such date as all of the Borrower's obligations hereunder have been fully performed.

- 7.2. **Expenses.** Except as otherwise provided herein, each of the parties shall bear and pay all direct costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder, including fees and expenses of its own financial or other consultants, accountants and counsel as well as any broker, finder, consultant, intermediary or other person it employs that is entitled to a fee in connection with this Agreement.
- 7.3. **Notices.** All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered mail, return receipt requested, or courier service:

If to the Lender:

Mr. Fabrizio Fenech  
Email: [fabiofenech@religa.com](mailto:fabiofenech@religa.com)

Roderick Attard  
Email: [roderickattard@religa.com](mailto:roderickattard@religa.com)

If to Borrower

Edgar Portelli  
Email: [eportelli@religa.com](mailto:eportelli@religa.com)

Roderick Attard  
Email: [roderickattard@religa.com](mailto:roderickattard@religa.com)

All such notices, demands and other communications shall be deemed to have been duly given (i) when delivered by hand, if personally delivered; (ii) one Business Day after being sent, if sent via a reputable nationwide overnight courier service guaranteeing next business day delivery; (iii) five (5) Business Days after being sent, if sent by registered mail, return receipt requested, postage prepaid. Any party may by notice given in accordance with this Section 6.3 designate another address or person for receipt of notices hereunder. Any party may give any notice, request, consent, or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party to whom it is given.

- 7.4. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns and transferees of the parties hereto. The Borrower may not assign or transfer any of its rights under this Agreement without the prior written consent of the Lender. No person other than the parties hereto and their successors and permitted assigns and transferees is intended to be a beneficiary of this Agreement.

**7.5. Waiver and Amendment.**

- (a) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
- (b) Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party hereto from the terms of any provision of this Agreement, shall be effective (i) only if it is made or given in writing and signed by each party hereto and (ii) only in the specific instance and for the specific purpose for which made or given.

**7.6. Governing Law; Resolution of Disputes.** This Agreement shall be governed by and construed in accordance with the laws of Malta.

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, shall be referred to and finally resolved by the Courts of Malta.

**7.7. Enforcement of Agreement.** The Borrower agrees that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Lender shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which the Lender is entitled at law or in equity.

**7.8. Interpretations.** The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto. The parties agree that they have signed this Agreement freely and voluntarily.

**7.9. Severability.** If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

**7.10. Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement with respect to the Loan and intended to be a complete and exclusive statement of the agreement and understanding of the

parties hereto in respect of the Loan. There are no restrictions, promises, representations, warranties, or undertakings with respect to the Loan other than those set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

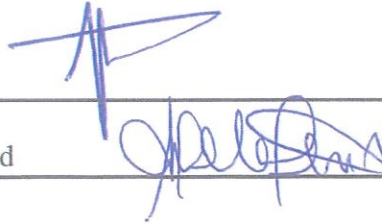
**7.11. Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

**Lender**

Mr. Fabrizio Fenech obo Religa Ltd

Ms. Angela Attard Fenech obo Religa Ltd



**Borrower**

IGA Trust BV obo Religa B.V.

  
IGA Trust BV (Nov 23, 2024 13:33 GMT+1)

Date: 21 August 2024

# Religa BV - Long Term Loan Agreement

Final Audit Report

2024-11-23

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-11-22                                   |
| By:             | Maria Suarez (maria@igatrust.com)            |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA4wwuidM90Qo8vNhubcHdINn5Wvs59p2K |

## "Religa BV - Long Term Loan Agreement" History

-  Document created by Maria Suarez (maria@igatrust.com)  
2024-11-22 - 2:19:51 PM GMT- IP address: 161.22.51.157
-  Document emailed to claire@igatrust.com for signature  
2024-11-22 - 2:19:56 PM GMT
-  Email viewed by claire@igatrust.com  
2024-11-23 - 12:24:47 PM GMT- IP address: 89.200.6.210
-  Signer claire@igatrust.com entered name at signing as IGA Trust BV  
2024-11-23 - 12:32:59 PM GMT- IP address: 89.200.6.210
-  Document e-signed by IGA Trust BV (claire@igatrust.com)  
Signature Date: 2024-11-23 - 12:33:01 PM GMT - Time Source: server- IP address: 89.200.6.210
-  Agreement completed.  
2024-11-23 - 12:33:01 PM GMT



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