



AFFIDAVIT

Date: 17 January 2025

I, **MR. WATCHARATE DOUNGKAEW**, holding the Kingdom of Thailand Passport No. AC7175819 and Thai National ID Card No. 1859900112360, do make oath and swear as follows:

1. I duly signed and executed the **LOAN AND GUARANTEE AGREEMENT** (Contract No. 1001) dated 13 February 2024, containing four (4) pages and attached to this Affidavit (the "**Loan Agreement**"), under my name, Mr. Watcharate Doungkaew, and in my capacity as the Borrower and the Guarantor;
2. I confirm that, prior to signing the Loan Agreement, I thoroughly read and understood all the terms and conditions thereof and fully intended to sign and execute the Loan Agreement to be legally valid, binding and effective upon myself;
3. I confirm and certify that a copy of the Loan Agreement attached to this Affidavit is a true, correct and complete copy of the original executed by me;
4. my current residential address is 17/89 Chonra-U Road, Khao Niwet Sub-district, Mueang District, Ranong Province 85000, Thailand;
5. my date of birth is 28 March 1992;
6. I am a citizen of the Kingdom of Thailand; and
7. my true signature appears below.

วิชัยรัตน์

Specimen of Signature

I swear that the above statement is true and accurate in all respects.

Sign: วิชัยรัตน์

(Mr. Watcharate Doungkaew)

SUBSCRIBED AND SWORN to before me
this 17th day of January 2025
in Bangkok, Thailand

Prapetch Srijayanta

Miss Praopetch Srijayanta
Notarial Services Attorney



Reg.No./ทะเบียนเลขที่ 6521/2558.....
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22 February 2027...

Loan and Guarantee Agreement

Contract No. 1001

This Loan and Guarantee Agreement (the "Agreement") is made and enter into on this 13 day of February 2024 at Dubai Hills Villa, 27 Fairways, Dubai, UAE by and among:

Mr. PORNCHAI VONGKRAJANG, a THAI national with the Passport Number **AC5793390** residing at **Dubai Hills Fairways Plot 137 Hadeeq Sheikh Mohammed Bin Rashid District**

(hereinafter called the "Lender" of one part;

Mr. WATCHARATE DOUNGKAEW, a Thai national with the Passport Number **AB4759604** residing at **17/89 Chonra-U Road, Khao Niwet Subdistrict, Mueang District, Ranong Province, Postcode 85000, Country THAILAND**

(hereinafter called the "Borrower" of one part; and

Mr. WATCHARATE DOUNGKAEW, a Thai national with the Passport Number **AB4759604** residing at **17/89 Chonra-U Road, Khao Niwet Subdistrict, Mueang District, Ranong Province, Postcode 85000, Country THAILAND**

(hereinafter called the "Guarantor" of the other part.

Witnesseth

WHEREAS, the borrower wishes to borrow money from the Lender to use for the commencing and operation of an online Gambling business, including online casino license(s) and related in Curacao;

WHEREAS, the Lender agrees to lend the Borrower the funds required to purchase such Online Gambling business; and

WHEREAS, the Guarantor agrees to guarantee the obligation of the Borrower with respect to this agreement

Therefore, the parties hereto agree as follows:

1. Loan amount and purpose

1.1 The Borrower borrows from the Lender up to the sum of **USD 400,000 (four hundred thousand only)** (the "Loan"), subject to the guaranteed payment by the Guarantor under the terms and conditions herein.

1.2 The Loan shall be used by the Borrower for the sole purpose of the commencing and operation of an **online Gambling business, including online casino license(s) and related in Curacao**.

2. Drawdown

The drawdown and the drawdown date of the Loan shall be agree subsequently by the parties as follows:

Date 13/02/2024 with the amount of **USD 400,000 (four hundred thousand only)**

3. Interest

3.1 Interest for the Loan amount specified in Clause 1 shall be five point five percent (5.5 %) per annum on the Loan amount. The said interest shall be calculated and accrued until the total payment owed by the Borrower to the Lender is fully paid up by the Borrower and Guarantor



[Handwritten signature]

3.2 In case there is any default in payment or breach of this Agreement by the Borrower, the parties agree that the Lender is entitled to charge default interest at the rate of fifteen percent (15 %) per annum.

4. Repayment

4.1 The Borrower agrees that **Payment is due on the 1st of each month until paid in full** of the total Loan amount. In case of late payment, the interest stipulated in Clause 2 and 3 shall be paid to the Lender no later than **sixty (60) days**, unless the parties mutually agree to a specific date.

4.2 All amounts payable hereunder shall be paid in Baht and in immediately available funds.

5. Security

The Borrower agrees to secure (a) the repayment of the Loan amount owed by the Borrower to the Lender and/or (b) the compliance of the Borrower's obligations and undertakings as specified under this Agreement.

6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

(a) Non-Repayment by the Borrower or by the Guarantor on the due date of any sum due under this Agreement;

(b) Any breach of this Agreement by the Borrower or by the Guarantor, other than the payment default; and

(c) Any legal action is taken against the Borrower and the Guarantor, and such an event has a material adverse effect on the Borrower and the Guarantor's ability to perform its obligations under this Agreement.

6.2 At any time any Event of Default has occurred and has not been remedied to the satisfaction of the Lender, without prejudice to any other rights of this Agreement, the Lender is entitled to charge the default interest rate specified in Clause 3.2 hereof and/or accelerate the repayment of the Loan. In such case, the Borrower and the Guarantor are jointly and severally liable for any compensations and damages caused to the Lender, including but not limited to any costs, attorney's fees and expenses incurred in proceedings for the performance of obligation according to this Agreement.

7. Expenses

7.1 Each of the parties shall pay its own cost and expenses and the fees and expenses of its counsel and accountants, auditors and other representatives incurred in connection with the transactions contemplated by this Agreement, except for a willful breach of this Agreement, in which case, the defaulting party shall bear all such costs and expenses.

7.2 All and any bank charges incurred shall be for the Borrower's account.

8. Notices

8.1 Communication hereunder shall be deemed to be duly received by

(a) if sent by registered mail to other party at the address mentioned below and

(b) if made by email, when acknowledged having received by the recipient, if such day is not a working day for the recipient, such notice



[Handwritten signature]

demand, or other communication shall be deemed delivered on the following working day at such place:

LENDER:

Mr. PORNCHAI VONGKRAJANG

Dubai hills Fairways Plot 137 Hadeeqa
Sheikh Mohammed Bin Rashid
District,

Country DUBAI

Tel: 055-335-4428

Email:

Rolandvongkrajang@gmail.com

BORROWER:

Mr. WATCHARATE DOUNGKAEW

17/89 Chonra-U Road

Khao Niwet Subdistrict, Mueang
District, Ranong Province
Postcode 85000

Country THAILAND

Tel: 056-585-4141

Email:w.doungkaew1992@gmail.com

8.2 All communications, notices and other documents relating to this Agreement shall be in English. If any document is written in any other language, it shall be accompanied by an English translation. In the event of conflict, the latter shall prevail.

9. Dispute Settlement

Any dispute controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration.

10. Miscellaneous

10.1 This agreement maybe amended only by written instrument signed by the parties.

10.2 No party may assign, transfer or convey all or any part of this Agreement or money or interest hereunder without the prior written consent of the other party.

10.3 A provision of this Agreement which is determined to be void, invalid, unenforceable for any reason shall not affect the remainder of this Agreement, which shall remain in effect as though the invalid, or unenforceable provision had not been included herein.



[Handwritten signature]

Contract No. 1001

Page 4 of 4

IN WITNESS WHEREOF, this Agreement is made in three (3) sets, all having the same content. The parties have caused this Agreement to be duly executed as of the date first above mentioned.

LENDER:

(Mr. PORNCHEI VONGKRAJANG)

Witness :

รชปณ สิริสวัสดิ์
(Rachpan Sirisawat)

BORROWER:

(Mr. WATCHARATE DOUNGKAEW)

Witness :

รชปณ สิริสวัสดิ์
(Rachpan Sirisawat)

Guarantor:

(Mr. WATCHARATE DOUNGKAEW)

Witness :

รชปณ สิริสวัสดิ์
(Rachpan Sirisawat)



[Handwritten signature]



Reg. No.6521/2558

หนังสือรับรอง CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาว พราวเพชร ศรีไชยยันต์

Miss Praopetch Srijayanta

ใบอนุญาตให้เป็นทนายความเลขที่ 245/2553

an Attorney at Law, License No. 245/2553

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรอง

ลายมือชื่อและเอกสาร พ.ศ. 2566

pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E. 2566

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2571

This Certificate is valid until February 22, 2028



ให้ไว้ ณ วันที่ 8 มกราคม 2568

Given on January 8, 2025

[Signature]

นายชัยวัฒน์ บุญเกื้อ

ผู้อำนวยการ

Mr. Chaiwat Boonguar

Director

Certified True Copy

[Signature]

Praopetch Srijayanta

The Registry of Signature and Document Attestation, Lawyers Council of Thailand under the Royal Patronage
249 Phahonyothin Road, Anusawari Sub-district, Bangkok 10220 Thailand Tel. (662)522 7124-7, (662)522 7143-7
www.lawyerscouncil.or.th, E-mail : notarial@lawyerscouncil.or.th

ADDENDUM TO THE AGREEMENT

This Addendum (the "Addendum") is made and entered into as of 24/02/2025, by and between Mr. PORNCHEI VONGKRAJANG ("Lender") and Mr. WATCHARATE DOUNGKAEW ("Borrower"), collectively referred to as the "Parties."

WHEREAS, the Parties have previously entered into an agreement dated 13 February 2024 (the "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement by incorporating the following additional terms and conditions;

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

4. Repayment

4.2 All amounts payable hereunder shall be paid in USD or equivalent amount in other currency and in immediately available funds

4.3 First Payment Condition

The first payment shall be made after obtaining the necessary license and becoming fully operational, but not earlier than twelve (12) months from the commencement of operations.

4.4 Monthly Payment Terms

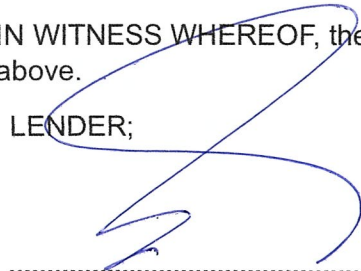
The Borrower shall make monthly payments of Fourteen Thousand Three Hundred One U.S. Dollars and Forty-Eight Cents (USD 14,301.48) until the full repayment of both principal and interest over a period of thirty (30) months, based on a loan amount of Four Hundred Thousand U.S. Dollars (USD 400,000) with an annual interest rate of 5.5%.

All other terms and conditions of the Agreement remain in full force and effect.

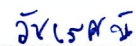
IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

LENDER;

BORROWER:


.....
(Mr. PORNCHEI VONGKRAJANG)

Date:


.....
(Mr. WATCHARATE DOUNGKAEW)

Date:

I hereby certify that, on this 24th day of February 2025, in my presence, **MR. WATCHARATE DOUNGKAEW** appeared and signed this document.



Miss Praopetch Sriyayanta
Notarial Services Attorney, Reg. No. 6521/2558
Attorney-at-Law, License No. 245/2553



Reg.No./ทะเบียนเลขที่ 6521/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22 February 2028



Reg. No.6521/2558

หนังสือรับรอง CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาว พรเทพ ศรีไชยยันต์

Miss Praopetch Srijayanta

ใบอนุญาตให้เป็นทนายความเลขที่ 245/2553

an Attorney at Law, License No. 245/2553

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify
signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรอง

ลายมือชื่อและเอกสาร พ.ศ. 2566

pursuant to the Regulation of the Lawyers Council on Registration of
Notarial Services Attorneys B.E. 2566

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2571

This Certificate is valid until February 22, 2028



ให้ไว้ ณ วันที่ 8 มกราคม 2568

Given on January 8, 2025

Certified True Copy

Praopetch Srijayanta

นายชัยวัฒน์ บุญเกื้อ

ผู้อำนวยการ

Mr. Chaiwat Boonguar

Director

The Registry of Signature and Document Attestation, Lawyers Council of Thailand under the Royal Patronage

249 Phahonyothin Road, Anusawari Sub-district, Bangkok, Bangkok 10220 Thailand Tel. (662)522 7124-7, (662)522 7143-7

www.lawyerscouncil.or.th, E-mail : notarial@lawyerscouncil.or.th