

SOURCE OF FUNDS DECLARATION

This source of funds declaration will be enclosed with the Business and Corporate Information Form as proof of how the business is being funded and by whom as part of the GCB license application process for **Overseas Gaming Management B.V.**

Each UBO of the entity as indicated in the share ledger (shareholder register) holding 10% or more shareholding in **Overseas Gaming Management B.V.** must complete this Source of Funds declaration.

PERSONAL DATA

- | | | |
|----|--|---|
| 1. | Name of the UBO | Watcharate Doungkaew |
| 2. | Residential address / registered address | 17/89 Chonra-u Road, Khao Niwet, Mueng
Ranong, Ranong, Thailand, 85000 |
| 3. | Occupation and/or nature of the business
(description of business activities) | Director |
| 4. | Employer (if applicable) | World Group Management |

SOURCE OF FUNDS

Please clearly indicate below the source of the funds.

	Sources	Select Y/N
1.	Savings Bank account nr: _____ <i>Please send us a year-end statement of your savings for the past two calendar years.</i>	
2.	Inheritance: _____ <i>Please send us a copy of the deed/proof of inheritance.</i>	
3.	Loan <i>Please send us a copy of the loan agreement.</i>	Y
4.	Proceeds from the sale of a property <i>Please send us a copy of the notarial settlement statement.</i>	
5.	Gift/Donation: <i>Please send us a copy of the gift agreement and declaration.</i>	
6.	Wages from work: <i>Please send us the payroll summary and bank statement.</i>	
7.	Business assets / Business profit: <i>Please send us the audited financial statements of your business.</i>	
8.	Investment / (crypto) investments: <i>Please send us proof of portfolio and distribution.</i>	
9.	Other: <i>Please send us proof/supporting documents of the mentioned source.</i>	

SOURCE OF FUNDS DECLARATION

DECLARATION AND SIGNATURE

The undersigned declares that the above information has been filled out truthfully and without reservation.

Name: Watcharate Doungkaew

Signature: วิภาส

Place and Date: Ranong, Thailand 24-09-2024

This information is for registration purposes only and may only be disclosed to the authorities specified by law.

Please attach all relevant documents and have them authenticated/legalized by our office (or a qualified notary/attorney if the documents need to be authenticated/legalized abroad).

Loan and Guarantee Agreement

Contract No. 100/.....

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 Hadeeqa 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

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,

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 Hadeeq
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 or 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.

Contract No. 1001

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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. PORNCHAI VONGKRAJANG)

Witness :

รชปณ สิริสวัสดิ์
(Rachpan Sirisawat)

BORROWER:

(Mr. WATCHARATE DOUNGKAEW)

Witness :

รชปณ สิริสวัสดิ์
(Rachpan Sirisawat)

Guarantor:

(Mr. WATCHARATE DOUNGKAEW)

Witness :

รชปณ สิริสวัสดิ์
(Rachpan Sirisawat)