

LOAN AGREEMENT

The present **Loan Agreement** (hereinafter referred to as the «Agreement») is entered into on this 15th day of August, 2024 the (hereinafter – the «Effective Date»), by and between:

Lender: Yevhen Kamynin, a citizen of Ukraine acting on his own behalf and in his own interest. passport No: FE666589, residing at: 3 Solomii Krusheknyskoi street, apartment 196, 02141, Kyiv, Ukraine, and

Borrower: Gaminara N.V., a legal entity duly incorporated under the laws of Curacao, with the registration number 167847 and having its registered office at: Abraham de Veerstraat 1, Willemstad, Curacao, represented by the Director Morganite Corporate Services B.V.,

jointly referred herein as the «Parties» and individually as a «Party».

WHEREAS, the Borrower has expressed its intention to expand and further develop its business operations and strategic initiatives, and has therefore requested financial support from the Lender in order to secure additional funding necessary for the implementation of its economic activities and commercial projects;

WHEREAS, the Lender, recognizing the Borrower's growth potential and business objectives, has agreed to provide financial assistance in the form of an unsecured loan under the terms and conditions set forth herein;

WHEREAS, the Parties acknowledge that the Loan shall be used exclusively for the Borrower's legitimate business purposes, including but not limited to investment in operational capacity, development of commercial infrastructure, and support of strategic initiatives aimed at sustainable business growth.

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

1. SUBJECT OF THE AGREEMENT

- 1.1. In accordance with the terms and provisions set forth herein, the Lender agrees to make available to the Borrower a loan in the principal amount of **EUR 300,000** (three hundred thousand euros) (hereinafter the "Loan") for the purpose of financing and supporting the Borrower's business development and economic activities.
- 1.2. The Loan may be provided in one installment or in several parts, as determined by the Lender. The transfer of funds shall be made in accordance with the details specified by the Borrower. The Borrower undertakes to accept the Loan and to return to the Lender the full amount received in accordance with the terms of the present Agreement.
- 1.3. The Loan may be provided either in cash or by means of bank transfer to the Borrower's bank account. The Parties agree that both methods shall be deemed valid and constitute proper fulfillment of the Lender's obligation hereunder.

- 1.4.The Borrower undertakes to accept the Loan and return to the Lender all the received Loan amount established herein.

2. COMMITMENT PERIOD

- 2.1.The Loan shall be repaid by the Borrower within **two (2) years** from the Effective Date.
- 2.2.The Borrower shall be entitled to prepay the Loan in full or in part at any time prior to the maturity date without incurring any penalties or additional charges.
- 2.3.The Loan shall be considered fully repaid at the moment of transfer of the entire principal amount to the Lender's designated bank account, including confirmation of receipt of funds by the Lender.

3. INTEREST RATE

- 3.1.The Loan is granted on an interest-free basis. No interest shall accrue on the principal amount of the Loan for the entire term of this Agreement.
- 3.2.The Borrower shall not be obliged to pay any interest, fees, charges, or other similar payments in connection with the use of the Loan, other than the repayment of the principal amount in accordance with the provisions of this Agreement.
- 3.3.The Parties expressly acknowledge that the interest-free nature of the Loan constitutes an essential and integral part of the present Agreement, and no subsequent claim for interest shall be made by the Lender.

4. DESIGNATED METHOD OF PAYMENTS

- 4.1.All payments and settlements under this Agreement shall be effected through the Parties' bank accounts which shall be specified by each Party in this Agreement or as the Parties may later designate in writing.
- 4.2.If Lender gives written notice to Borrower that a different address shall be used for making payments under this Agreement, Borrower shall use the new address so given by Lender.

5. LIMITATION OF LIABILITY

- 5.1.No Party shall be liable to the other for any indirect, consequential, or special loss or damage (including without limitation, loss of profit, or opportunity) arising under or in connection with this Agreement.
- 5.2.The limitations and exclusions of liability in this Agreement will not operate to limit or exclude any liability for fraud and dishonesty.

6. INDEMNIFICATION

- 6.1.The Borrower hereby undertakes and agrees to indemnify and hold forever harmless the Lender, its directors, employees, servants or agents from and against (and agrees that the Borrower will make no claim against the Lender in respect of) any and all liabilities, actions, claims, proceedings, costs, losses, damages, charges and expenses of whatsoever nature including but not limited to reasonable legal fees, costs which the Lender and/or Borrower and their respective directors, employees, servants or agents or any of them may sustain, incur or pay arising directly or indirectly out of or in connection with execution of this Agreement.
- 6.2.The Lender shall have no obligation or liability, whether arising in Agreement, delict (whether or not arising from the negligence of the Lender), or otherwise, for direct or indirect loss or

for any other incidental or consequential damages with respect to any non-conformance or defect in undertakings provided under this Agreement.

7. FORCE MAJEURE

- 7.1. A Party failing to fulfill or fulfilling improperly its obligation under the Agreement will be released from responsibility for such non-fulfillment or improper fulfillment if this Party proves that this non-fulfillment or improper fulfillment was caused as a result of the circumstances of insuperable force (Force Majeure) arising after signing the Agreement.
- 7.2. The circumstances of Force Majeure include, but are not limited to, the following: declared or undeclared war, civil war, mass riots, and revolutions; hurricanes, earthquakes, floods, lightning damage; explosions, fires, destruction of equipment and equipment, production facilities and any structures; strikes and lockouts in any form, occupation of enterprises or their office and industrial premises by third parties that directly affected the activities of the Party claiming to be released from liability; regulatory acts of governmental authorities that make it impossible to fulfill the obligations, etc.
- 7.3. The Party affected by the circumstances of Force Majeure shall not be responsible for violation of obligations stipulated in the Agreement as a result of the influence of said circumstances, provided that this Party notified the other Party about the occurrence of the circumstances of Force Majeure within 3 (three) business days and provided proof of the existence of the circumstances of Force Majeure within 9 (ten) business days issued by the relevant competent authority or organization, excepting the cases when the existence of such circumstances is a well-known fact.
- 7.4. If the circumstances of Force Majeure last longer than 2 (two) months, each of the Parties shall have the right to refuse further fulfillment of its obligations under the Agreement, and in this case, neither Party will be obliged to compensate the other Party for possible losses.

8. CONFIDENTIALITY

- 8.1. The Borrower agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of any information relating to the Agreement, its terms and conditions, execution of the Agreement and any information disclosed in the course of performing the Agreement.
- 8.2. Confidential information is disclosed to any third persons during the term of the Agreement and after the expiry of the term of the Agreement only with the prior written consent of the other Party, except for disclosure of information in the course of any supervision of disciplinary proceeding, to a court of law based on a court ruling or judgment, to a preliminary investigation authority in connection with a criminal procedure, or unless the legislation provides otherwise.

9. NOTICES

All communications in connection with this Agreement, shall be sent in writing: by registered post, e-mail, hand delivery, or any other means allowing confirmation of receipt by the addresses specified by the Parties.

10. SEVERABILITY

- 10.1. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
- 10.2. Where any provision in this Agreement is found to be unenforceable, the Parties will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and Agreements between the Parties hereto concerning the subject matter herein.

12. WAIVER

A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by law of Curacao.
- 13.2. Any dispute arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) shall be resolved in accordance with this clause.
- 13.3. Without prejudice to either Party's rights or remedies hereunder and subject to the provisions of this Agreement, in the event of any dispute, controversy or claim arises relating to this Agreement, the Parties will in the first instance attempt in good faith to negotiate a solution to their differences, including progressively escalating any controversy or claim.
- 13.4. If the Parties fail to resolve the dispute within ten (10) Business Days from the beginning of the negotiations of the dispute, then the Parties shall resort to the competent arbitration institution mutually agreed upon by the Parties. Nothing contained in this clause shall limit the right of either Party to take proceedings against the other Party in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

14. MISCELLANEOUS

- 14.1. The present Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
- 14.2. This Agreement may only be amended or modified by a written instrument executed by all the Parties hereto.

- 14.3. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
- 14.4. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
- 14.5. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
- 14.6. The language of this Agreement and the transactions envisaged by it is English and all notices to be given in connection with this Agreement must be in English.
- 14.7. This Agreement is made in English in two (2) copies of this Agreement, each of which together shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures on this 15th of August, 2025.

For the Lender:
Yevhen Kamynin


/ _____ /
Yevhen Kamynin

For the Borrower:
Gaminara N.V.


/ _____ /
Morganite Corporate Services B.V.
represented by Andreas Avraam