

LOAN AGREEMENT

THIS AGREEMENT is made on 19 of February 2025 by and between:

Richard John Green, an individual, born on 27.11.1981, address: 21, CASA RITA TRIQ IL-KINISJA L-QADIMA, BIRKIRKARA, BKR 1701, MALTA, holder of a valid UK passport with number 542034944 (hereinafter referred to as the “Lender”),

and

Entertainment Planets B.V., incorporated and registered in Curacao with company number 166486, legal address: Kaya Richard J. Beaujon Z/N, Willemstad, CW0000, Curaçao, represented by its Director Richard John Green (hereinafter referred to as the “Borrower”),

Borrower and Lender are hereinafter jointly referred to as “**Parties**” and each one individually as “**Party**”,

THE PARTIES HAVE AGREED AS FOLLOWS:

1. THE LOAN

1.1. The Lender agrees to lend the Borrower the principal amount of USDT equivalent of GBP 202,159 (hereinafter referred to as the “Loan”).

1.2. The Lender shall make the Loan available to the Borrower within 45 days after the signing of this Agreement in one or more tranches, with the transfer details and method of transfer to be determined by a separate notice via email. The Loan will be disbursed to the Borrower in one or more tranches over a period of 45 days from the date of this Agreement, upon execution of this Agreement.

1.3. The Loan is provided for a term of maximum 3 years. However, the Lender reserves the right to demand early repayment of the Loan at any time before the expiration of the 3-year term by providing written notice to the Borrower. The Notice shall specify the date by which the loan must be repaid ("Repayment Date"), which shall not be earlier than 30 business days from the date of the Notice.

1.4. The Parties agree that no interest shall accrue on the loan amount. Accordingly, the Lender provides the Borrower with the loan on an interest-free basis, and the Borrower undertakes to repay the full loan amount within the timeframe specified in this Agreement

2. WARRANTIES

2.1. In connection with the transactions provided for under this Agreement, the Borrower hereby represents and warrants to the Lender that:

2.1.1. All corporate actions have been taken on the part of the Borrower, its directors and shareholders, which are necessary for the authorization, execution and issuance of this Loan, which shall constitute a valid and legally binding obligation on the side of the Borrower and therefore enforceable against the latter in accordance with its terms;

2.1.2. the Borrower has provided to the Lender any information which is material to a lender granting a loan, and that this information is true, accurate and not misleading;

2.1.3. all intellectual property rights which are, or are likely to be, material to the business of the Borrower are, comprehensively and free of encumbrances, vested in the Borrower.

3. CONFIDENTIALITY

3.1. All Confidential Information concerning the Borrower and each of the parties, disclosed by one party to the other party or the Company (whether oral, written or embodied in any other form) together with this agreement's existence and its terms, are confidential and will only be disclosed by a party:

- i) After having obtained the written consent of the other Party, such consent not unreasonably withheld;
- ii) On a confidential basis to an officer, employee, or professional adviser, for the purpose and within the scope of the duties of the latter;
- iii) As required by applicable law or any court or governmental agency, after consulting with the other Party to the extent reasonably possible about the form and content of the disclosure; or
- iv) As required in connection with the implementation and enforcement of this agreement.

4. MISCELLANEOUS

4.1 This Agreement, the documents referred to or incorporated in it, and the agreements resulting therefrom constitute the whole agreement between the Parties relating to the Loan, and supersede any prior arrangements, understandings or agreements between them, oral or written, explicit or implied, in relation to the subject-matter hereby covered.

4.2. If any (or part of any) provision of this Agreement is found to be invalid, unenforceable or illegal by a competent court, the rest of the provisions of this Agreement shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision shall apply with whatever modification is necessary to give full effect to the intention of the Parties.

4.3 Any notice to be given by a Party pursuant to this Agreement shall be in writing (including by e-mail) and shall be sent to the address of the applicable Party as set out in the preamble to this Agreement. Each

Party may change its address by giving notice to the other Party.

4.4. In the event that the Loan is not repaid in full within the established term, or if the shares are not transferred to the Lender as specified in this Agreement, the Borrower shall be responsible for compensating the Lender for any and all losses, damages, or expenses incurred as a result of such non-repayment or failure to transfer the shares.

This includes, but is not limited to, any financial losses, legal fees, or other costs directly resulting from the Borrower's failure to fulfill their obligations under this Agreement. The Borrower agrees to make full restitution to the Lender to cover these losses promptly upon demand.

4.5. This Agreement may only be amended by agreement of both Parties in writing.

4.6. This Agreement shall be governed by English law.

4.7. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination, shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

4.8 This Agreement was signed on the date first written above.

The Lender
Richard John Green



The Borrower
Entertainment Planets B.V



By Director of Entertainment Planets B.V
Richard John Green