

THIS AGREEMENT is made on 31 December 2024

BETWEEN

- (1) **OMEGA SPORTS SOLUTUONS NV** a limited liability company incorporated under the laws of Curaçao on August 16, 2021, with its registered address at Gr. Sta. Martha 99, Curaçao and is registered with Curacao Chamber of Commerce & Industry with registration number 158299 (the "**Borrower**"); and
- (2) **JIAN YONG LEE** an individual born on 30th May 1987, in Pahang, Malayasia, and holds a passport of Malaysia, with number A60869544, with address 19 FLR, Jalan Desa Bukit Tiara, 56000 Kuala Lumpur, Wilayah Persekutuan, Malaysia (the "**Lender**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

"**Availability Period**" means the period from and including the date of the advance of the first funds to the Borrower by the Lender up to but not including the Final Maturity Date;

"**Available Commitment**" means the Commitment less any Loans outstanding at the relevant date under the Facility;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in the Isle of Man;

"**Commitment**" means the total funds advanced by the Lender to the Borrower at any time or such other amount as the Lender may specify to the Borrower from time to time to the extent not cancelled, transferred or reduced under this agreement;

"**Event of Default**" means an event specified as such in this agreement;

"**Facility**" means the revolving credit facility made available under this agreement;

"**Final Maturity Date**" means subject to clause 5, the date falling 12 months after the date of this agreement or if notified in writing to the Borrower by the Lender upon two weeks' notice;

"**Financial Indebtedness**" means any indebtedness for or in respect of:

- (a) monies borrowed; or
- (b) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing;

"**Loan**" means, unless otherwise stated in this agreement, the principal amount of each borrowing under this agreement or the principal amount outstanding of that borrowing;

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the business or financial condition of the Borrower;



- (b) the ability of the Borrower to perform its obligations hereunder; or
- (c) the validity or enforceability hereof;

"Maturity Date" means the last day of the Term of a Loan or if no Term is specified the date which is specified in any demand for payment;

"Month" means a calendar month;

"Party" means a party to this agreement;

"Request" means a request for a Loan, substantially in the form of schedule 1 (*Form of Request*);

"Term" means each period determined under this agreement by reference to which interest on a Loan or an overdue amount is calculated and if no Term is specified on any Loan then the loan shall be deemed to be repayable on demand;

"Utilisation Date" means each date on which the Facility is utilised or, as the case may be, the date on which a Loan is made.

2. FACILITY

Subject to the terms of this agreement, the Lender makes available to the Borrower a revolving credit facility in an aggregate amount equal to the Commitment.

3. PURPOSE

3.1 Loans

Each Loan should be used by the Borrower for the purpose of paying vendors or increasing cashflow.

3.2 No obligation to monitor

The Lender is not bound to monitor or verify the utilisation of the Facility.

4. UTILISATION

4.1 Giving of Requests

The Borrower may borrow a Loan by giving to the Lender a duly completed Request.

4.2 Completion of Requests

A Request for a Loan will not be regarded as having been duly completed unless the amount of the Loan requested is:

- (i) for not more than the maximum undrawn amount available under this agreement for Loans under the Facility on the proposed Utilisation Date; or
- (ii) such other amount as the Lender may in its absolute discretion agree; and



4.3 Advance of Loan

The Lender is not under any circumstances obliged to make a Loan

4.4 Extension of Final Maturity Date

The Borrower may request, not more than three months before the Final Maturity Date, that the Final Maturity Date be extended for a further period. If the Lender agrees (in its absolute discretion) to such request then it may extend the Final Maturity Date to such date as it deems appropriate, and all references to Final Maturity Date shall be deemed to be references to the Final Maturity Date as extended pursuant to this clause 5.4.

5. REPAYMENT

The Borrower must repay each Loan made to it in full on the expiry of the Term set out in the Request.

6. INTEREST

6.1 Calculation of interest

The rate of interest on each Loan for each Term shall be zero per cent (0%) unless agreed otherwise by the parties..

6.2 Payment of interest

Except where it is provided to the contrary in this agreement, the Borrower must pay accrued interest on each Loan made to it on the last day of each Term and also, if the Term is longer than six months, on the dates falling at six-monthly intervals after the first day of that Term.

6.3 Notification of rates of interest

The Lender must promptly notify the Borrower of the determination of a rate of interest under this agreement.

7. TERMS

The Lender may at its sole unfettered discretion designate to the Borrower but shall not be obliged to designate to the Borrower the duration of a Term for any Loan and there shall be no restrictions hereunder on the duration of the Term of any Loan

8. REPRESENTATIONS

8.1 Representations

The representations set out in this clause are made by the Borrower to the Lender.

8.2 Status

- (a) It is a limited company, duly constituted and validly existing under the laws of Isle of Man.
- (b) It has the power to own its assets and carry on its business as it is being conducted.



9. DEFAULT

9.1 Events of Default

Each of the events set out in this clause is an Event of Default.

9.2 Non-payment

The Borrower does not pay to the Lender on the due date any amount payable by it hereunder in the manner required hereunder, unless the non-payment:

- (a) is caused by technical or administrative error; and
- (b) is remedied within three Business Days of the due date.

9.3 Breach of other obligations

The Borrower does not comply with any other term hereof not already referred to in this clause, unless the non-compliance:

- (i) is capable of remedy; and
- (ii) is remedied within 10 Business Days of the earlier of the Lender giving notice and the Borrower becoming aware of the non-compliance.

9.4 Misrepresentation

A representation made or repeated by the Borrower in any document delivered by or on behalf of the Borrower is incorrect in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation:

- (a) are capable of remedy; and
- (b) are remedied within 10 Business Days of the earlier of the Lender giving notice and the Borrower becoming aware of the misrepresentations.

9.5 Cessation of business

The Borrower ceases, or threatens to cease, to carry on the whole or a substantial part of its business except as a result of any disposal allowed under this agreement.

9.6 Material adverse change

Any event or series of events occurs which, in the opinion of the Lender, is reasonably likely to have a Material Adverse Effect.

9.7 Change of business

A substantial change is made to the general nature of the business of the Borrower from that carried on at the date of this agreement.

9.8 Change of control

Any person or group of persons acting in concert gains control of the Borrower other than those persons who are currently members of the Borrower.



For the purpose of this clause: "**control**" has the meaning given to it in section 416 of the UK Income and Corporation Taxes Act 1988.

9.9 Acceleration

If an Event of Default is outstanding, the Lender may, by notice to the Borrower:

- (a) cancel the Commitment; and/or
- (b) declare that all or part of any amounts outstanding hereunder are:
 - (i) immediately due and payable; and/or
 - (ii) payable on demand by the Lender.

Any notice given under this subclause will take effect in accordance with its terms.

10. EVIDENCE AND CALCULATIONS

10.1 Accounts

Accounts maintained by the Lender in connection with this agreement are prima facie evidence of the matters to which they relate for the purpose of any litigation or arbitration proceedings.

10.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount hereunder will be, in the absence of manifest error, conclusive evidence of the matters to which it relates.

10.3 Calculations

Any interest or fee accruing under this agreement accrues from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or otherwise, depending on what the Lender determines is generally accepted market practice.

11. SET-OFF

The Lender may set off any matured obligation owed to it by the Borrower hereunder (to the extent beneficially owned by the Lender) against any obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

12. SEVERABILITY

If a term hereof is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term

13. COUNTERPARTS

This document may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this document.

A handwritten signature in black ink, consisting of a stylized, cursive 'S' shape with a long vertical line extending downwards from the bottom.

14. NOTICES

14.1 In writing

- (a) Any communication in connection with this Agreement must be in writing and, unless otherwise stated, may be given in person, by post, or fax.
- (b) For the purpose of this Agreement, an electronic communication will be treated as being in writing.
- (c) Unless it is agreed to the contrary, any consent or agreement required hereunder must be given in writing.

14.2 Contact details

- (a) The contact details of the Borrower for this purpose are as specified above.
- (b) The contact details of the Lender for this purpose are as specified above
- (c) The Borrower or the Lender may change their contact details by giving five Business Days' notice to the Lender (or in the case of the Lender) to the other Party.

14.3 Effectiveness

- (a) Except as provided below, any communication in connection herewith will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
 - (iii) if by fax, when received in legible form; and
 - (iv) if by email or any other electronic communication, when received in legible form.
- (b) A communication given under sub-clause (a) but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.
- (c) A communication to the Lender will only be effective on actual receipt by it.



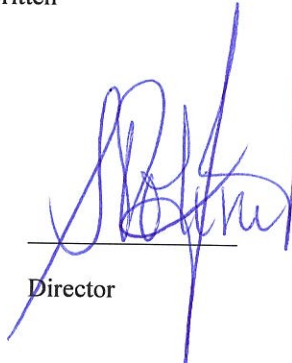
15. GOVERNING LAW

This agreement is governed by Curacao law.

AS WITNESS these presents were executed by the parties hereto or their duly authorised representatives the date and year first above written

Signed for and on behalf

of **OMEGA SPORTS SOLUTUONS NV**



Director

Signed for and on behalf

of **JIAN YONG LEE**



Jian Yong Lee

SCHEDULE 1

Form of Request

To: **JIAN YONG LEE**

From: **OMEGA SPORTS SOLUTUONS NV**

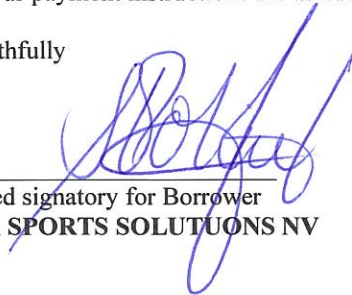
Dated:

Dear Jian Yong

Facility agreement (the "Agreement")

1. We refer to the Agreement. This is a Request.
2. We wish to borrow a Loan on the following terms:
 - (a) Utilisation Date:
 - (b) Amount:
 - (c) Term: Repayable on Demand
3. Our payment instructions are as advised.

Yours faithfully



Authorised signatory for Borrower
OMEGA SPORTS SOLUTUONS NV