

Loan Agreement

Agreement Number: LA-2024003

Borrower: SIMON KARIU KIMAITA

Passport number: AK1174377

Lender: MELBATECH LIMITED

Business Number: PVT-RXU23P8X

Registered place: KILELESHWA HEIGHTS APARTMENTS
,MWINGI ROAD,KILELESHWA,DAGORETI DISTRICT,NAIROBI

Given that:

- 1、 The Lender is a private limited company registered in Kenya and was established on January 13, 2022.
- 2、 The borrowers are senior management of MELBATECH LIMITED.

Article 1 Loan amount and purpose

Loan amount: The borrower applies to the lender for a loan of USD 100,000.00

Purpose of loan: The company assists SIMON KARIU KIMAITA in operating gaming business in Curacao.

Article 2. Loan Time, Term and Interest

Loan time: The loan will be issued when the company is officially put into operation.

Loan term: 60 months from the date of issuance.

Borrowing interest rate: The interest rate is determined according to the loan contract period at an annual interest rate of 5%, and the interest is paid in one lump sum upon maturity. In addition to

collecting the loan within a time limit, if the loan is overdue, a daily interest of 0.04% will be charged from the date of overdue according to regulations, and the loan interest rate will be re-determined according to the interest rate level after the overdue period.

Article 3. Repayment Period

The borrower shall repay the principal and interest in one lump sum to the lender within 10 days from the expiration of the loan term.

Article 4. Dispute Resolution

The parties agree that any dispute arising from this Agreement shall be settled through friendly negotiation; if the negotiation fails, either party may bring a lawsuit to the court where this contract is signed.

Article 5. Liability for breach of contract

1、The following circumstances constitute a breach of contract:

- (1) The borrower changes the purpose of the loan;
- (2) The Borrower violates the provisions of this Agreement and fails to repay the principal and interest of the loan on time or in accordance with the agreed amount;
- (3) The certificates, information and other documents provided by the borrower are false or illegal;
- (4) The Borrower dies, is declared dead, is declared missing, has no heirs, legatees, property custodians, guardians, or his/her heirs, legatees, property custodians, guardians refuse to perform this Agreement, etc.

2、 In the event of a default, the lender has the right to take one or more of the following actions:

- (1) Penalty interest and compound interest shall be charged in accordance with the regulations of the local national bank of the borrower;
- (2) requiring the borrower to immediately repay part or all of the loan in advance;
- (3) Other measures permitted by law.

Article 6. Dispute Resolution

In case of any dispute arising during the performance of this Agreement, the Parties shall resolve it through negotiation. If the negotiation fails, the Parties agree to resolve it by filing a lawsuit in the court where the Agreement was signed or where the Parties reside.

Article 7. Others

- 1、 This contract shall come into effect from the date when all parties or their authorized representatives sign and seal it, and shall become invalid automatically when the principal and interest of the loan are fully repaid.
- 2、 This contract is made in two copies, with each party holding one copy. Each contract has the same legal effect.
- 3、 In order to clarify responsibilities and abide by credit, this contract is signed and abided by by both parties.

(The following is a signature page for both the borrower and the lender.)

Borrower: SIMON KARIU KIMAITA (Signature)

A handwritten signature in black ink, appearing to read 'Simon Kariu Kimaita', with a horizontal line drawn underneath.

Lender: MELBATECH LIMITED (Seal)

MELBATECH LIMITED P.O. Box 47071 00100 - G.P.O NAIROBI
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We hereby certify that this copy be a true and complete copy of the original (or a properly certified copy to the original)

Date :

I have seen and compared the original document verifying the Loan Agreement and hereby certify that it is a complete and accurate copy of the original.

15 OCT 2024

Link-Pro CPA Limited
Certified Public Accountants

Signature and seal(if applicable) of certifier: _____

Capacity of Certifier _____

License Code: P06250

Name of Certifier: LAI FU KVEN

Address: 2/F, Well View Commercial Building, 10 Morrison Street, Sheung Wan.

Tel No.: _____

Date: 15/10/2024

Note- the person authorised to provide the certification must be a member of one of the following groups

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|------------------------|-------------------------|--|
| • Judicial Officer | • Senior Public Officer | • Embassy Officer |
| • Legal Practitioner | • Notary Public | • Director, Manager or Senior Officer of Licensed Entity |
| • Certified Accountant | • Chartered Secretary | • A Manager or Senior Employee of the Bolder Group |