

LOAN AGREEMENT

Dated 28 May 2024

by and between

Volodymyr Yuhno, having its registered address at: Griva Digeni 17, Larnaca, Cyprus hereinafter referred to as the "Lender", and

SoftClub N.V., having its registered address at Abraham de Veerstraat 9, Willemstad, Curaçao, hereinafter referred to as the "Borrower".

The Lender and the Borrower hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Lender agrees to grant to the Borrower a loan in the amount up to USD 60000 (*in words sixty thousand dollars*) upon the terms and subject to the conditions as set out below, and

WHEREAS, the Borrower is willing to obtain the loan from the Lender.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Dr. Claire M. Calleja Zammit
CAMS, Adv. Trib. Ecc. Melit., Pg. Dip. EC, LLD
Advocate
Address: 112, IGA HUB, Psaila Street, Birkirkara.
Email: clairemarie@igagroup.com
+ 35699167431

True copy of Original

as seen and verified by me:

CMZ 10/06/2025

1. Definitions

- "Drawdown Date"** means a day when the Loan is fully remitted by the Lender to the account of the Borrower;
- "Loan Period"** means the time between the Drawdown Date and the Repayment date;
- "Repayment Date"** means **one year** after the Drawdown Date or, if such date is not a business day, the last business day after such date.

1.1. Subject to the terms of this Agreement and in reliance with representations and warranties of the Borrower under this Agreement, the Lender shall lend to the Borrower and the Borrower will borrow from the Lender a loan in the amount of USD 60 000 (*in words sixty thousand dollars*) ("**the Loan**").

1.2. The Lender warrants that the funds made available to the Borrower derived from lawful sources and are not the proceeds of any criminal activity.

1.3. The Loan will be used by the Borrower for its business purposes.

2. Interest

2.1. Interest on each installment shall accrue at the rate of **1,00%** (*in words one percent*) per annum for an actual period of the Loan use.

2.2. All Interest shall be calculated and paid on or before the Repayment Date.

3. Repayment

3.1. The Borrower shall repay the Loan together with accrued interest to the Lender on the Repayment Date. The Borrower shall have the right to pay the Loan or any part thereof before schedule.

3.2. All sums payable by the Borrower to the Lender under this Agreement shall be paid free and clear of all deductions or withholdings whatsoever save only as may be required by law. If any such deductions or withholdings are required by law the Borrower shall be obliged to pay to the Lender such sums as will, after such deduction or withholding has been made, leave the Lender with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

4. Representation, Warranties and Undertakings

4.1. In consideration of and as an inducement to the Lender to enter into this Agreement, the Borrower hereby represents, warrants and undertakes to the Lender that each of the following warranties is true, complete and accurate in all respects and is not misleading and the Borrower agrees and acknowledges that the Lender is entering into this Agreement in reliance on the following warranties and that the Lender may treat the same as conditions of this Agreement. All statements contained in any certificate or other instruments delivered by or on behalf of the Borrower pursuant to this Agreement or in connection with the transactions contemplated hereunder shall (unless the contrary intention appears) be deemed to form part of the following warranties:

- a. All consents, licenses, approvals and authorisations required in connection with this Agreement and the transactions contemplated hereby have been obtained and are in full force and effect;
- b. No action, suit, proceeding, litigation or dispute against the Borrower is currently taking place or pending or, any award given against the Borrower before any court, board of arbitration or other body which, in either case, could or might result in any material adverse change in the business or condition (financial or otherwise) of the Borrower; and
- c. The Borrower is not in material default under any agreement by which it is bound.

4.2. The Borrower hereby undertakes that as long as any amount remains outstanding or payable under this Agreement, it will obtain and promptly renew from time to time, all authorisations, approvals, consents and licences required under any applicable law or regulation with respect to this Agreement and they shall comply with the terms of the same.

4.3. The Lender hereby represents, warrants and undertakes to the Borrower that each of the following warranties is true, complete and accurate in all respects and is not misleading and the Lender agrees and acknowledges that the Borrower is entering into this Agreement in reliance on the following warranties and that the Borrower may treat the same as conditions of this Agreement. All statements contained in any certificate or other instruments delivered by or on behalf of the Lender pursuant to this Agreement or in connection with the transactions contemplated hereunder shall (unless the contrary intention appears) be deemed to form part of the following warranties:

- a. All consents, licenses, approvals and authorisations required in connection with this Agreement and the transactions contemplated hereby have been obtained and are in full force and effect;
- b. No action, suit, proceeding, litigation or dispute against the Lender is currently taking place or pending or, any award given against the Lender before any court, board of arbitration or other body which, in either case, could or might result in any material adverse change in the business or condition (financial or otherwise) of the Borrower.

4.4. The Lender hereby undertakes to indemnify the Borrower and hold the Borrower harmless from all actions, claims, proceedings, damage, liability or expense, including, without limitation, interest, penalties and reasonable legal fees (collectively “**Damages**”), arising out of the breach of any of the warranties or representations or undertakings or covenants or agreements of the Lender contained in this Agreement.

5. Payments. Liability

5.1. All payments to be made by the Borrower to the Lender under this Agreement shall be made free and clear of, and without deduction for or on account of, any present or future taxes, duties, levies, deductions or withholdings whatsoever (hereinafter referred to as “**Taxes**”) unless the Borrower is required by law or regulation to make payment subject to any Taxes, in which event such payment shall be increased by such amount as may be necessary to ensure that the Lender receives a net amount, free and clear of all Taxes, equal to the full amount which the Lender would have received had such payment not been subject to such Taxes. The Borrower shall indemnify the Lender against any liability of the Lender in respect of such Taxes and shall promptly supply the Lender with copies of applicable tax receipts.

5.2. If any breach of this Agreement by the Borrower occurs, the Lender is entitled to demand the immediate repayment of the Loan together with actually accrued interest, as on the date of the relevant notice made by the Lender to the Borrower. The Borrower shall also pay to the Lender an amount equal to the difference between the amount of interest, which would be accrued on the Repayment date if no breach of this Agreement took place, and the amount of actually accrued interest, as on the date of early repayment.

6. Costs

6.1. Each Party shall bear its own costs, attorney’s fees, and all other expenses related to the drafting and/or the execution of the Loan Agreement.

7. Miscellaneous

7.1. This Agreement shall be binding upon and inure to the benefit of the Lender, the Borrower, and its respective successors and permitted assigns. The Lender may assign or transfer any of its rights and/or obligations under this Agreement, with notice to the Borrower.

7.2. No delay or omission on the part of the Lender in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or be construed as a waiver thereof or of any other right, power or remedy.

7.3. Each Party hereto and its affiliates shall keep confidential, and shall not disclose the terms of this Agreement without the prior consent of the other Parties hereto unless the disclosure is required by law or legal process or the disclosure is to any

officer, director, employee or agent of any Party hereto or of any of its affiliates and such person needs to know such information for purposes of consummating the transactions contemplated by or the performance of this Agreement.

7.4. This Agreement and the agreements, certificates and other documents delivered pursuant to this Agreement contain the entire agreement among the Parties with respect to the transactions described herein, and supersede all prior agreements, written or oral, with respect thereto.

7.5. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

7.6. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person any rights or remedies under or by reason of this Agreement, other than the Parties hereto.

7.7. If at any time any provision or any portion of any provision of this agreement is held to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this agreement, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby, and the invalid, illegal or unenforceable provision shall be reformed, amended, interpreted or applied so as to produce as near as may be possible the economic result intended by the Parties to this Agreement.

7.8. Clause and paragraph headings and titles are inserted for ease of reference only and shall not affect construction.

7.9. This Agreement may be translated into languages other than English, but the English version shall prevail over any other language version (whether signed by one or both of the Parties or not) in the event of any inconsistency. Any translation of this Agreement must include the present sub-clause.

8. Communications

8.1. All notices, requests, demands or other communications under or in respect to this Agreement to either Party shall be in writing and shall be deemed to be duly given or made when dispatched to such Party addressed to the address as set forth herein above or to such other address as that Party may hereafter specify to the other Parties in writing.

8.2. Where this Agreement provides for the requirement to notify the Borrower, such notification shall be deemed to have been duly made if dispatched to the Borrower.

9. Governing Law / Arbitration

9.1. This Agreement and, except as expressly referred to therein, the documents to be entered in pursuant to it shall be governed by and construed in accordance with the laws of Curaçao without regard to provisions relating to conflict laws.

All disputes, differences, controversies or claims between the Parties arising out of, relating to or in connection with this Agreement, including any questions regarding its existence, validity, breach or termination ("**Dispute**"), shall be finally and conclusively settled by arbitration in Curaçao.

AS SIGNED by the duly authorised representatives of the Parties hereto the day and year first before written.

The Lender:

The Borrower:


Volodymyr Yuhno


SoftClub N.V.
Director