

LOAN AGREEMENT ACKNOWLEDGMENT

This Loan Agreement ("Agreement") is entered into by and between:

- **ApexBet Gaming N.V.**, a company incorporated under the laws of Curacao, having its registered office at [Insert Full Registered Address] (hereinafter referred to as the "Borrower" or the "Company"),

AND

- **Mr. Hafeez Ur Rahman**, an individual acting in his personal capacity, with an address at Village Shah, Manial Road, District Lower Dir, Khyber Pakhtunkhwa, Pakistan 18000, (hereinafter referred to as the "Lender").

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

1. Loan Amount

The Lender hereby agrees to loan the Borrower the principal sum of USD 105,000 (One Hundred Five Thousand United States Dollars) (the "Loan").

2. Purpose of the Loan

The Borrower shall use the Loan exclusively for legitimate business purposes, including but not limited to:

- Business incorporation and regulatory setup costs
- Operational expenditure and working capital
- Marketing, branding, and growth campaigns
- Licensing, compliance, and legal expenses

2.1. Source of Wealth Declaration

The Lender declares that the funds loaned under this Agreement originate from legitimate, lawfully obtained sources, including personal business income and accumulated savings. Supporting documents such as certified bank statements, and audited financials verifying the Lender's Source of Wealth are maintained for inspection. The Lender's verified assets substantially exceed the loan amount, ensuring the funding fully supports the Borrower's business cash flow requirements as outlined in the company's approved Business Plan.

3. Repayment Terms

3.1 Loan Term

The loan is repayable within 24 months and is due on or before the last day of July 2027.

3.2 Repayment Schedule

The Borrower shall repay the principal and the interest rate specified in Section 3.3 of this Agreement in installments or in full within the specified period.

3.3 Interest

The Loan shall accrue interest at a fixed rate of 5% per annum, calculated on a simple interest basis over the principal amount.

3.4 Early Repayment

The Borrower may prepay the Loan, in part or in full, at any time prior to the maturity date without incurring any penalty or fee.

3.5 Late Payment Penalty

If the loan is not repaid within the repayment period, a late payment penalty of 1.5% of the overdue payment amount (including principal and interest) will be charged each month.

3.6 Currency and Exchange Risk

All repayments shall be made in United States Dollars (USD) or USDT. The Borrower assumes full responsibility for any currency conversion loss or foreign exchange risk.

3.7 Payment Method

Repayments shall be made via bank transfer to the Lender's nominated bank account or the USDT Wallet address, the details of which will be provided in writing.

4. Acknowledgment of Receipt

The Borrower confirms receipt of the full Loan amount and has recorded the obligation as a liability in the Company's accounting records in accordance with generally accepted accounting standards.

5. Corporate Approvals

The Borrower represents and warrants that:

- The execution and performance of this Agreement have been duly authorized by the Company's shareholders and board of directors.

- This Agreement has been reviewed, approved, and duly recorded in the Company's board meeting held on May 8, 2025

6. Default and Remedies

A default shall occur if:

- The Borrower fails to make repayment for two (2) or more consecutive months after the deadline.
- The Borrower becomes subject to bankruptcy, insolvency, or liquidation.
- The Borrower materially breaches any provision of this Agreement.

In the event of default, the Lender shall be entitled to:

- Demand immediate full repayment of the outstanding Loan balance.
- Initiate legal proceedings or enforcement actions as permitted under law.
- Convert the outstanding Loan (or part thereof) into equity in the Borrower, subject to mutual written agreement between the Parties.

7. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through binding arbitration under the rules of the Curacao International Arbitration Centre (CIAC). The seat and venue of arbitration shall be Curacao. The decision of the arbitrator(s) shall be final and binding.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Curacao, and interpreted in line with applicable European commercial lending standards.

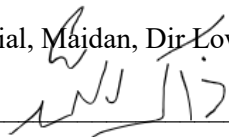
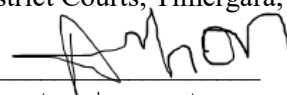
9. Miscellaneous

- This Agreement contains the entire understanding between the Parties.
- No amendment or modification shall be valid unless made in writing and signed by both Parties.
- This Agreement may be executed in counterparts, each of which shall be deemed an original.
- If any provision is held to be unenforceable, the remaining provisions shall remain in full force and effect.

10. Signatures

IN WITNESS WHEREOF, the Parties have duly completed this Loan Agreement as of the date first above written.

For ApexBet Gaming N.V.	Lender – Mr. Hafeez Ur Rahman
Name: Title: Compliance Officer Signature: _____ Date: _____	Signature:  Date: <u>08/05/2025</u>

Witness 1	Witness 2
Name: Zakir Ullah Title: Head Teacher Address: Manial, Maidan, Dir Lower Signature:  Date: <u>08/05/2025</u>	Name: Ahman Khan Title: Advocate Address: District Courts, Timergara, Dir Signature:  Date: <u>8/5/2025</u>

Certification Statement

This Loan Agreement has been certified as a true and correct copy of the original executed between the Parties and bears authentic signatures. Certification performed before Muhammad Nadeem Khan, on May 8, 2025, at Timergara Lower Dir.



ATTESTED BY

NOTARY PUBLIC

District Lower Dir Timergara

Muhammad Nadeem Khan

Advocate Lal Qala Maidan

Date: **18.10.25**

Annex A – Source of Wealth & Financial Reconciliation Summary

This Annex forms an integral part of the Loan Agreement dated May 8, 2025 between **Mr. Hafeez Ur Rahman** (“Lender/UBO”) and **ApexBet Gaming N.V.** (“Borrower/Company”).

1. Lender Identification

Name: Mr. Hafeez Ur Rahman

Address: Village Shah, Manial Road, District Lower Dir, Khyber Pakhtunkhwa, Pakistan 18000

Nationality: Pakistani

Role: Ultimate Beneficial Owner (UBO) and Lender

2. Source of Wealth Statement

The Lender declares that the funds provided under this Agreement derive from lawful and verified sources, including:

- Income and retained earnings from prior business operations and property investments;
- Accumulated personal savings held in regulated financial institutions; and
- Dividend distributions from previously owned enterprises.

Supporting evidence (certified bank statements, tax filings, and professional or audit confirmations) has been submitted and verified in accordance with Curaçao AML/CFT guidelines.

Description	Amount (USD)	Reference / Notes
Verified personal assets of UBO	500,000 +	Per bank and tax documentation on file
Loan amount provided to Company	105,000	Equivalent to ~21% of verified assets
Allocation of loan proceeds	See Business Plan “Investment & Funding Compliance Addendum” for breakdown by category (licensing, platform development, marketing, operations, reserves)	
Purpose of funds	To cover Year 1 setup and operational liquidity requirements of ApexBet Gaming N.V.	
Reconciliation statement	Loan fully covers the Company’s cash flow needs for initial operations as outlined in the Business Plan; no third-party financing involved.	

Compliance Acknowledgment

Both Parties acknowledge that this Annex serves as a formal reconciliation of the Lender's Source of Wealth with the Borrower's financial requirements, satisfying the Curaçao Gaming Control Board's documentation standards for funding verification.

Signed and acknowledged by the Parties:

Lender / UBO

Name: Hafeez Ur Rahman

Signature: _____

Date: _____



08/05/2025

Borrower / Company Representative

Name: _____

Signature: _____

Date: _____