

COMMERCIAL LOAN AGREEMENT

THIS COMMERCIAL LOAN AGREEMENT (the "Agreement") is made and entered into as of the 1st day of September 2025 (the "Effective Date"), by and between:

1. THIRUCHELVAM A/L KALAI ARASU, a Malaysian Citizen, holder of Passport No. A56584863, of residential address Lot 295, Jalan Dagang 1/8, Taman Dagang, 68000 Ampang, Selangor, Malaysia (hereinafter referred to as the "Lender"); and
2. SDG TECH N.V., a limited liability company duly incorporated under the laws of Curaçao, having its registered office at Hanchi SNOA 19, Trias Building, Curaçao, with company registration number 169025 (hereinafter referred to as the "Borrower").

RECITALS

WHEREAS, the Lender has agreed to extend a loan facility to the Borrower for the sole purpose of funding its operational, licensing, and professional expenses;

WHEREAS, the Borrower has agreed to accept such loan subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings contained herein, the Parties hereby agree as follows:

1. LOAN AMOUNT AND DISBURSEMENT

1.1 The Lender shall advance to the Borrower a loan in the aggregate principal amount of United States Dollars One Hundred Thousand (USD 100,000), or its equivalent in Malaysian Ringgit (MYR).

1.2 The Loan shall be disbursed into the Borrower's designated bank account or designated digital wallet address, as duly notified in writing by the Borrower.

1.3 The Loan may be drawn in one or more tranches subject to mutual written agreement of the Parties.

2. PURPOSE OF LOAN

2.1 The Borrower covenants to apply the proceeds of the Loan strictly and exclusively for the purpose of funding its operational expenditures, licensing obligations, and professional services.

3. INTEREST

3.1 The Loan shall accrue interest at the rate of one percent (3.2%) per annum on the outstanding principal balance.

3.2 Interest shall accrue from the Effective Date and shall be payable concurrently with each scheduled repayment of principal.

4. REPAYMENT TERMS

4.1 The Loan shall be amortized and repaid over a term of ten (7) years, commencing on the first quarter following the official launch of the Borrower's application (the "Commencement Date").

4.2 Repayment instalments shall be effected on a quarterly basis and shall comprise both principal and accrued interest.

4.3 All repayments shall be made by electronic funds transfer, digital wallet transfer, or such other method as may be agreed in writing by the Parties.

5. EVENTS OF DEFAULT

5.1 Each of the following shall constitute an Event of Default:

- (a) The Borrower's failure to pay any sum due under this Agreement within sixty (60) days following written notice of non-payment;
- (b) The Borrower's insolvency, liquidation, or cessation of business;
- (c) The Borrower's misapplication of the Loan for any purpose not expressly authorized under Clause 2;

(d) A material breach by the Borrower of any representation, warranty, covenant, or obligation contained in this Agreement.

6. REMEDIES

6.1 Upon the occurrence of an Event of Default, the Lender shall be entitled, at its sole discretion, to exercise any or all of the following remedies:

- (a) Declare the entire outstanding principal together with accrued interest immediately due and payable;
- (b) Impose default interest at a rate of five percent (1%) per annum above the agreed rate on all overdue amounts;
- (c) Initiate legal proceedings, enforcement, or recovery actions under the governing law;
- (d) Avail itself of any other rights or remedies provided at law or in equity.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

7.2 The Parties hereby irrevocably submit to the exclusive jurisdiction of the competent courts of Curaçao.

8. MISCELLANEOUS

8.1 Entire Agreement: This Agreement embodies the entire understanding and agreement between the Parties and supersedes any prior agreements, whether oral or written, relating to the subject matter hereof.

8.2 Amendments: No amendment, variation, or modification of this Agreement shall be valid unless executed in writing and duly signed by both Parties.

8.3 Notices: Any notice or communication under this Agreement shall be in writing and shall be deemed properly given when delivered personally, sent by courier, or transmitted by electronic mail to the addresses of the Parties as set forth above.

8.4 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Force Majeure: Neither Party shall be held liable for failure or delay in performance caused by circumstances beyond its reasonable control.

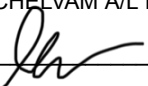
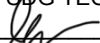
8.6 Waiver: No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of like or similar nature.

9. EXECUTION AND ATTESTATION

9.1 This Agreement has been duly executed in two (2) originals, each Party retaining one original counterpart.

9.2 The Parties may elect to have this Agreement notarized or certified by an authorized officer in accordance with applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

FOR AND ON BEHALF OF THE LENDER Name: THIRUCHELVAM A/L KALAI ARASU Signature:  Date: 20 NOV 2025	FOR AND ON BEHALF OF THE BORROWER (SDG TECH N.V.) Name: THIRUCHELVAM A/L KALAI ARASU Title: CEO of SDG TECH N.V Signature:  Date: 20 NOV 2025
---	--