

28/4/2025

LOAN AGREEMENT N 03-04/25

This loan agreement number: 03-04/25 (hereinafter the “**Loan Agreement**”)

IS EXECUTED ON April 24, 2025 (hereinafter the “**Effective Date**”) BY AND BETWEEN:

Onise Chimakhidze (passport number: 23AD45851) Address: Sanzona settlement, Apartment 15, Block 21 A, Tbilisi, Georgia (“**Contributor/UBO**”) (Hereinafter the “**Lender**”)

AND,

GTW BV (Company number: 165433), registered office: Zuikertuintjeweg Z/N, Willemstad, Curacao (Hereinafter the “**Borrower**”)

Borrower and Lender jointly and separately hereinafter respectively referred to as the “**Parties**” or the “**Party**”

BACKGROUND:

- a. WHEREAS, the Borrower is an online gaming company holding GCB Gambling license B2C;
- b. WHEREAS, the Borrower is in need of funds for for the purposes of carrying out business operations;
- c. WHEREAS, the Lender is willing to provide the Borrower with the needed funds via the granting of a Loan ;
- d. NOW AND THEREFORE, in consideration of the mutual covenants and agreements herein contains, the Parties hereto intending to be legally bound agree as follows:

1. SUBJECT MATTER

- 1.1. **Amount.** On the Effective Date, the Lender shall provide the Borrower with a Loan up to amount of **50 000 (Fifty Thousand) EURO** (hereinafter the “**Loan**”), representing the maximum aggregate amount of the advances of funds from the Loan (each an “**Advance**”) that may be outstanding at any time under the Loan (the “**Principal Indebtedness**”), from which Borrower may draw down, at any time and from time to time during the period from and including the Effective Date of this Loan through the day immediately preceding the Maturity Date, a principal amount not to exceed at any one time outstanding, as to all such Advances in the aggregate, the Principal Indebtedness. The entire Principal Indebtedness of the Line of Credit shall be due and payable on the earlier to occur of (a) the occurrence and continuation of a Default hereunder, or (b) the Maturity Date.
- 1.2. **Interest.** Interest shall be payable on the outstanding Principal Indebtedness at the rate of **three percent (3%)** per annum (hereinafter the “**Interest Rate**”). Interest on all outstanding Advances shall be payable with the then outstanding Principal Indebtedness on the Maturity Date.
- 1.3. The Borrower undertakes to repay the Loan together with the accrued Interest (including payment of possible penalties) in accordance with the terms set forth below.
- 1.4. The Loan shall be repaid fully (including the accrued Interest) within 5 (five) years from the Effective Date (hereinafter the “**Maturity Date**”).

- 1.5. The Loan shall be transferred from the bank account of the Lender to the bank account of the Borrower.
- 1.6. Subject to the terms and conditions hereof, the Lender agrees to provide the Borrower with the Loan on request of the latter.
- 1.7. The Borrower can demand that the Loan is disbursed in full or in settlements. The Parties may agree that the Loan is disbursed in tranches.
- 1.8. Lender shall make all Advances on a date, which shall be not later than five (5) days following written request therefore from Borrower.
- 1.9. The Loan shall be exclusively used by the Borrower to finance it's business activities.

2. PREPAYMENT OF THE LOAN

- 2.1. The Loan may be prepaid, in whole or in part, and all Interest accrued on any outstanding Advances at any time prior to the Maturity Date.
- 2.2. The Parties agree and declare that no penalty shall accrue in case of prepayment.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. The Lender represents and warrants that it has all necessary power and authority to enter into, deliver and perform its obligations under this Loan Agreement and entering into and performance of this Loan Agreement on its part doesn't violate any third party's rights and any applicable laws and regulations, especially, the Lender solemnly declares that it has obtained the funds used for the Loan in a legal manner and not against any law and regulation.
- 3.2. The Borrower represents and warrants that it has all necessary power and authority to enter into, deliver and perform its obligations under this Loan Agreement and entering into and performance of this Loan Agreement on its part does not violate any third party's rights and any applicable laws and regulations.

4. COVENANTS

- 4.1. For so long as any principal amount and accrued interest in respect of the Loan remains outstanding, the Borrower covenants and agrees with the Lender as follows:
 - (a) Borrower shall provide to Lender with reasonable promptness such data and information, financial and otherwise, concerning Borrower that may reasonably be requested by Lender.
 - (b) Borrower shall promptly notify Lender in writing the existence or occurrence of any event, which with the passage of time, the giving of notice, or both, would constitute a default under this Agreement.
- 4.2. Borrower shall not, without the prior written consent of Lender, (i) liquidate, dissolve or wind-up the business operations and affairs of any of Borrower; (ii) effect any merger or consolidation transaction; (iii) sell, lease, transfer, license or otherwise dispose, in a single transaction or series of related transactions, by Borrower of all or substantially all the assets of Borrower.

5. DEFAULT AND PENALTIES

- 5.1. The failure of the Borrower to pay when due any principal or interest on the Loan or other charge with respect to the Principal Indebtedness, or the amount of any fee or payment

required of Borrower under this Agreement, provided, that Borrower shall have a ten (10) business day period after which such payment is due in order to cure such breach, shall constitute Default under this Agreement.

- 5.2. The Lender has the right to request from the Borrower to repay any portions of the Loan paid together with the accrued Interest if the Borrower defaults in the performance of any obligation under this Agreement.
- 5.3. The Borrower shall pay the penalties in amount of 0,2% of the outstanding sum for each day of delay.

6. GOVERNING LAW AND DISPUTE RESOLUTION

- 6.1. This Agreement and its provisions should be governed by and construed in accordance with the laws of Curacao. Any dispute regarding the existence and enforceability of this Agreement or in relation to it or its breach, including disputes and dissention regarding its validity, interpretation, termination, execution or non-execution, shall be settled by way of negotiations.
- 6.2. All disputes, differences or claims arising out of or in connection with the present Loan Agreement, which concerns it or an infringement of it, termination or invalidity, shall be finally settled at the courts in Curacao.

7. GENERAL PROVISIONS

- 7.1. This Loan Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any other arrangement, declaration or action shall be deemed invalid. This Agreement may be amended only in a written agreement that is duly executed by each of the Parties;
- 7.2. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal amount then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
- 7.3. The failure of any Party to take action or exercise any claim hereunder in the event of default shall not be construed as a waiver of such right or a similar one in the future;
- 7.4. In the event that any provision of this Loan Agreement is held to be invalid under any applicable law, this shall not affect the remainder of this Loan Agreement. The Parties should amend such provision with an applicable one, which is most similar to the initial one within the limits of applicable legislation;
- 7.5. The Parties may not assign their rights hereunder to third parties without the prior written consent of the other Party;
- 7.6. No amendment or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both parties.
- 7.7. A notice given to a Party under or in connection with this Loan Agreement shall be in writing and sent to the Party at the address given in this Agreement for that Party, or as otherwise notified in writing to each other Party.

This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

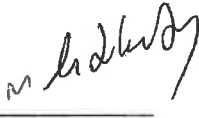
8. SIGNATURES

Lender

Onise Chimakhidze

Email: ochimakhidze@gmail.com

Address: Apartment 11, Block 11, Gldani 5 Micro-district, Tbilisi, Georgia



Borrower

GTW BV

Address: Zuikertuintjeweg Z/N, Willemstad, Curacao

IGA TRUST BV (Director)



IGA Trust BV (Apr 25, 2025 00:10 GMT+1)

GTW BV - Loan Agreement n3.

Final Audit Report

2025-04-24

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