

SHAREHOLDER'S FRAMEWORK CREDIT AGREEMENT

THIS SHAREHOLDER'S FRAMEWORK CREDIT AGREEMENT (this "**Credit Agreement**") is entered into this **10 day of the month of September of the year 2025** (hereinafter referred to as the "**Effective Date**") and shall be deemed effective as of the Effective Date, notwithstanding the date of execution by the Parties, by and between

DELTA PLAN LTD, a Limited Company existing under the laws of the Isle of Man, bearing company registration number 021174V, whose registered office is at Second Floor , 14 Athol Street , Douglas, Isle of Man, duly represented by its Director Acara Corporate Director Limited, as duly authorised (referred to herein as the "Creditor"); and

VENTURE GAMEZ N.V., a Limited Liability Company existing under the laws of Curaçao, bearing company registration number 162316, whose registered office is at Kaya W.F.G. (Jombi) , Mensing, 24 Unit A, Curacao duly represented by its Director Starkeast Management B.V., as duly authorised (referred to herein as the "Principal Debtor").

The Creditor and the Principal Debtor are hereinafter collectively referred to as the "Parties" and individually referred to as the "Party".

PREAMBLE

WHEREAS, the Creditor has agreed to lend to the Principal Debtor an aggregate amount up to Fifteen Thousand Euros (€15,000), (the "Total Principal Amount"), which may be drawn down in tranches or a single lump sum, and which amount may be amended from time to time in accordance with the terms of this Credit Agreement.

WHEREAS, the Total Principal Amount received by the Principal Debtor will be used solely for the working capital requirements of the Principal Debtor.

WHEREAS, this Framework Credit Agreement, herein referred to as the "Credit Agreement" sets out, among other things, the agreement between the Creditor and the Principal Debtor in relation to the lending of the Total Principal Amount to be used by the Principal Debtor shall be exclusively used to invest in the working capital requirements of the Principal Debtor.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 "Advance Drawdown" means any amount of the Total Principal Amount requested by the Principal

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I hereby certify that this is
a true copy of the electronically
signed agreement consisting of
14 pages.

05/12/2025

A. Stephen
ACCOUNTANT - ACCA (4790361)
ANMARCEL STEPHENDON

Debtor to be made available on a specified Isle of Man Business Day.

- 1.2 “Advance Drawdown Request” means a written request submitted by the Principal Debtor to the Creditor specifying the amount to be drawn down and the Drawdown Date, as per the form attached to this Credit Agreement.
- 1.3 “Confidential information” means all non-public information exchanged under this Credit Agreement, the disclosure of which could reasonably be expected to cause harm to either Party.
- 1.4 “Credit Agreement” has the same meaning as Shareholder’s Framework Credit Agreement, including any schedules, annexes, or amendments thereto.
- 1.5 “Demand Loan Repayment Event” means an event or condition, as specified in this Credit Agreement, that triggers the requirement for the Principal Debtor to repay the Total Principal Amount or a portion thereof upon the Creditor’s demand.
- 1.6 “Drawdown Date” means the an Isle of Man Business Day on which the Principal Debtor requests an Advance Drawdown to be made available.
- 1.7 “Event of Default” means the specific circumstances listed in Schedule 1 of this Credit Agreement that constitute a breach of the Agreement’s terms by the Principal Debtor.
- 1.8 “Maturity Date” means the date, five (5) years from the Effective Date, on which the Total Principal Amount becomes due and payable.
- 1.9 “Total Credit Commitment” means the maximum amount of credit the Creditor is willing to provide to the Principal Debtor, including any increases to the Total Principal Amount as mutually agreed upon in writing.
- 1.10 “Total Principal Amount” means the sum of Fifteen Thousand Euros (€15,000) initially agreed to be lent by the Creditor to the Principal Debtor including any amendments or increases as per the agreement terms.
- 1.11 “Isle of Man Business Day” means any day that is not a Saturday, Sunday, or public holiday in Isle of Man on which banks are open for business.

2. THE CREDIT AGREEMENT

2.1 The Credit Agreement

Subject to the terms of this Credit Agreement, the Creditor agrees to make available to the Principal Debtor a loan in an aggregate amount equal to the Total Principal Amount. On any Isle of Man Business Day, the Principal Debtor may request an advance (each an “**Advance Drawdown**”) denominated in Euros (€) under this Credit Agreement, to be made available to it. Each request for an Advance Drawdown must comply with the terms of this Credit Agreement and be submitted for disbursement on the specified Drawdown Date.

2.2 Total Credit Commitment

The Principal Debtor is entitled to request advances up to the Total Principal Amount. Any request for an increase beyond this amount must be submitted by the Principal Debtor through written notice to the Creditor. Such an increase will only take effect upon the Creditor's approval and written confirmation of both parties.

3. PURPOSE AND NATURE OF THE CREDIT AGREEMENT

3.1 Application of Advances by Principal Debtor

The Total Principal Amount shall be used by the Principal Debtor exclusively for the following purpose:

- Working Capital Requirements of the Principal Debtor.

3.2 Maturity and Extension of Revolving Commitment

The Total Principal Amount shall become due and payable, and the commitment under this Credit Agreement shall expire, on the lapse of five (5) years commencing from the Effective Date, unless extended in writing by mutual agreement of the Parties:

- a) The Principal Debtor may request an extension of the maturity date by submitting a written notice to the Creditor at least thirty (30) days prior to the original maturity date.
- b) The Creditor may, at its sole discretion, agree to such an extension and shall confirm its decision in writing to the Principal Debtor.

3.3 Right to monitor

The Creditor shall have the exclusive and unconditional right to monitor the application of all sums advanced under this Credit Agreement and to ensure compliance with its stated purpose. The Principal Debtor agrees to provide all necessary documentation and access to records upon reasonable request by the Creditor to facilitate such monitoring.

3.4 Events of Default

Upon the occurrence of an Event of Default, as listed in Schedule 1 of this Credit Agreement, the Creditor shall have the right to deliver a written notice to the Principal Debtor declaring the Total Principal Amount, along with any accrued interest, immediately due and payable. Such notice shall specify the nature of the default and provide the Principal Debtor an opportunity to remedy the default within the period specified in Schedule 1, if applicable.

4. **CONDITIONS PRECEDENT**

4.1 **Conditions Precedent for Advances**

Save to what the Creditor and the Principal Debtor may otherwise agree, the Total Principal Amount will not be available unless on the date of the proposed drawdown:

- a) The aggregate outstanding amount of the Total Principal Amount after giving effect to such Advance Drawdown does not exceed the Total Principal Amount, unless a mutual agreement is reached between the Parties pursuant to sub-clause 2.2.
- b) No Creditor Event of Default, or Principal Debtor Event of Default has occurred; and
- c) Unless agreed to by the Creditor, no Demand Credit Repayment Event has occurred.

5. **ADVANCE/S**

5.1 **Giving of Advance Requests**

Prior to the Drawdown Date, the Principal Debtor shall give to the Creditor a duly completed request for an Advance Drawdown in writing ("**Advance Drawdown Request**") completed in the form attached hereto as Schedule 2.

The Advance Drawdown Request is irrevocable and subject to the terms of this Credit Agreement, obliges the Principal Debtor to borrow the whole amount specified in the Advance Drawdown Request on the relevant Drawdown Date upon the terms and subject to the conditions of this Credit Agreement.

5.2 **Advances**

Upon receipt of the Advance Drawdown Request from the Principal Debtor and if the conditions set out in Section 4 (Conditions Precedent) have been satisfied, the Creditor shall make the Drawdown available to the Principal Debtor on the Drawdown Date.

6. **INTEREST**

6.1 **Interest Rate**

- a) For value received the Principal Debtor agrees to pay to the Creditor interest at the rate of 0.5 %(Zero point 5 Per Cent) per annum on the outstanding balance of the Total Principal Amount.
- b) All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this clause 6, shall in the absence of wilful default, bad faith or proven error, be binding on the Principal Debtor. In such absence, neither the Creditor nor any party acting on their behalf shall be liable to the Principal Debtor for any act, omission, or decision made in connection with the exercise or non-exercise of their powers, duties, and discretions under this

Credit Agreement.

7. REPAYMENT

7.1 Payment

- a. The Total Principal Amount shall be repaid in full not later than the lapse of five (5) years from the Effective Date.
- b. Repayment of the Total Principal Amount may be affected through regular payments toward the Total Principal Amount in agreed amounts and at agreed intervals; or
- c. All amounts paid under this Credit Agreement shall be paid in Euros (€), unless otherwise agreed in writing, and shall be transferred to an account designated by the Creditor or used to directly settle personal expenses of the Creditor as specified under Clause 7.1(b)(ii)

7.2 Advance Payments

The Principal Debtor may make payments toward the Total Principal Amount in advance of the expiration of the Credit Agreement. Such payments may also include settlement of the Creditor's personal expenses, subject to proper documentation and mutual agreement.

7.3 Alternative payment arrangements

If, at any time, it shall become impracticable for the Principal Debtor to make payments under this Credit Agreement in the manner specified in Section 7.1 (Payment) due to governmental actions, changes in law, exchange control regulations, or similar events, the Principal Debtor shall propose alternative arrangements for the direct payment of amounts due to the Creditor.

The Principal Debtor and the Creditor may by mutual agreement, establish alternative payment arrangements for the full settlement of the Total Principal Amount, provided such arrangements are documented in writing and signed by both Parties.

7.4 Repayment of Total Principal Amount on Demand

The Creditor may, following the occurrence of a Demand Loan Repayment Event, deliver a written demand to the Principal Debtor requiring repayment of the Total Principal Amount or any portion thereof. Such demand amount shall be due and payable no later than the first Isle of Man Business Day following the date that is sixty (60) Days after the Creditor's written demand is received by the Principal Debtor.

8. DEFAULT ON PAYMENT

8.1 Default

The occurrence of any of the events depicted under Schedule 1 shall constitute a Default by the Principal Debtor of the terms of this Credit Agreement. Upon such Default, the Creditor shall have the right to immediately Call in the Total Principal Amount or any portion thereof in accordance with the provisions of this Credit Agreement.

8.2 Additional Provisions Regarding Default:

- a) The addresses of the Creditor and Principal Debtor as mentioned hereunder shall be used for all correspondence and all bank payments regarding this Credit Agreement.
 - a. If the Principal Debtor gives written notice to the Creditor that a different address shall be used, the Creditor shall use that address for giving notice of default (or any other notice called for herein) to the Principal Debtor.
 - b. If the Creditor gives written notice to the Principal Debtor that a different address or a different bank account shall be used, the Principal Debtor shall use that address or bank account for all correspondence and all outstanding bank payments to the Creditor.
- b) **Cure of Default.** Upon default, the Creditor shall give the Principal Debtor written notice of default. Mailing of written notice by the Creditor to the Principal Debtor via International Certified Mail shall constitute *prima facie* evidence of delivery. The Principal Debtor shall have 15 (fifteen) days after receipt of written notice of default from the Creditor to cure said default. In the case of default due solely to the Principal Debtor 's failure to make the payments as called for in this Credit agreement, the Principal Debtor may cure the default by making full payment of the Principal Amount under this Credit Agreement.

9. SECURITY INTEREST

Upon the Principal Debtor's default of payment in the manner specified under Section 8, the Creditor shall be automatically subrogated to all rights, claims, causes of action and security interests held by the Principal Debtor, but only to the extent of the outstanding Total Principal Amount.

10. ILLEGALITY

If, at any time, it is unlawful for the Creditor to make, fund or allow to remain outstanding the full or a portion of the Principal amount made or to be made by it under this Credit Agreement, then the Creditor may, promptly after becoming aware of the same, require the Principal Debtor to prepay, the Total Principal Amount, having given not more than 60 (Sixty) days' and not less than 30 (Thirty) days' (or such shorter period as may be required by any relevant law) prior written notice to the Principal Debtor.

11. MITIGATION

If circumstances arise in respect of the Creditor which would, or would upon the giving of notice, result in the prepayment of the Principal Amount pursuant to Section 10 (Illegality), then, without in any way limiting, reducing or otherwise qualifying the obligations of the Principal Debtor under this Credit Agreement, the Creditor shall:

- a) Promptly upon becoming aware of the circumstances, notify the Principal Debtor; and
- b) Upon written request from the Principal Debtor, take such steps as may be practical to mitigate the effects of those circumstances.

12. OTHER PROVISIONS

12.1 Evidence of indebtedness

In any proceeding, action or claim relating this Credit Agreement a statement as to any amount due to the Creditor under this Credit Agreement shall, unless otherwise provided in this Credit Agreement, be *prima facie* evidence that such amount is in fact due and payable.

12.2 Rights cumulative, waivers

The respective rights of the Principal Debtor and the Creditor under this Credit Agreement:

- a) May be exercised as often as necessary;
- b) Are cumulative and not exclusive of its rights under applicable law; and
- c) May be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

12.3 Severability

The invalidity or unenforceability of any provision of this Credit Agreement in any jurisdiction shall not in any way affect or impair:

- a) The validity or enforceability in that jurisdiction of any other provision of this Credit Agreement; or
- b) The validity or enforceability in other jurisdictions of that or any other provision of this Credit Agreement.

12.4 Notices

- a) Any notice, direction or other communication given under this Credit Agreement shall be in writing and may be delivered by; (a) hand delivery, (b) prepaid first-class mail to the registered office of such person set forth above unless an alternative address is provided in writing, in which case delivery shall be to the updated address, (c) facsimile transmission to

facsimile number provided by the recipient, or (d) email to the email address provided by the recipient, provided that confirmation of receipt is obtained by the sender.

In the case of the Creditor, to:

Christine Otieno
Second Floor, 14 Athol Street, Douglas, Isle of Man]
Email:christine@affinity.com

In the case of the Principal Debtor, to:

Starkeast Management BV
Kaya W.F.G. (Jombi) Mensing 24, Unit A, Curacao
Email: menno@starkeast.com

- b) Any such communication will be deemed to have been validly and effectively given:
- If personally delivered, on the date of such delivery if such date is a Isle of Man Business Day and such delivery was made prior to 5:00 p.m. (local time) and otherwise on the next Isle of Man Business Day;
 - In the case of first-class post, when it would be received in the ordinary course of the post;
 - If transmitted by facsimile transmission on the next Isle of Man Business Day following the date of transmission provided the transmitter receives a confirmation of successful transmission;
 - If sent by email, on the next Isle of Man Business Day following the date of transmission, provided the email is sent to the recipient's designated email address and confirmation of receipt is obtained.
- c) Any Party may change its address for notice, or facsimile contact information for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address, or facsimile contact information, as applicable.

12.5 Assignment

Neither the Creditor nor the Principal Debtor may assign or transfer any of its rights or obligations under this Credit Agreement.

12.6 Amendments, Variation and Waiver

Any amendments to this Credit Agreement will be made only with the prior written consent of each Party to this Credit Agreement. No waiver of this Credit Agreement shall be effective unless it is in writing and signed by each of the Parties.

12.7 Dispute Resolution Mechanism

In the event of any dispute arising from or in connection with this Credit Agreement, the Parties shall first seek to resolve the matter through mutual discussions and amicable negotiation in good faith. If the Parties are unable to resolve the dispute through mutual discussions within a reasonable timeframe, they may agree on an alternative method of dispute resolution or pursue any remedies available to them under applicable law.

12.8 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Credit Agreement where such failure or delay is due to Force Majeure. For the purposes of this agreement, Force Majeure shall mean any event beyond the reasonable control of either Party, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.

12.9 Confidentiality and Non-Disclosure

Each Party agrees to keep all information obtained under this Credit Agreement confidential and shall not disclose such information to any third party without the prior written consent of the other Party/ this Clause shall survive the termination of this Credit Agreement and shall continue to be in effect for a period of five years thereafter.

12.10 Compliance with Laws

Both Parties hereby agree to comply with all applicable laws, regulations, and legal requirements of the Isle of Man in the execution and performance of their obligations under this Credit Agreement. Failure to comply with this requirement shall constitute a material breach of this agreement.

12.11 Counterparts

This Credit Agreement may be signed electronically, including via digital signature platforms, scanned copies, or PDF format, and such signatures shall be deemed valid and binding as if they were original signatures. The execution of this Credit Agreement may occur in counterparts, with each counterpart being deemed an original. All counterparts together shall constitute one and the same document, even if the signatures are on separate documents or transmitted electronically.

12.12 Third Party Rights

This Credit Agreement does not create any right which is enforceable by any person who is not a party to this Credit Agreement.

12.13 Limitation of Liability

The Principal Debtor, being a limited liability company, shall only be liable for its debts and obligations up to the extent of its contributed or agreed-to capital, except as expressly required by law.

13. GOVERNING LAW

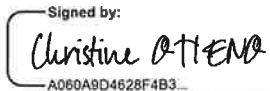
This Credit Agreement shall be governed by, and construed in accordance with, the laws of the Isle of Man. The Parties agree to submit to the exclusive jurisdiction of the courts of the Isle of Man for the resolution of any disputes arising out of or in connection with this Credit Agreement.

Execution Page to Follow

Execution Page

IN WITNESS WHEREOF the Parties hereto have duly executed this Credit Agreement as of the date first written above.

The Creditor

Per:  Signed by:
A060A9D4628F4B3...
Name: Christine Otieno
Company Director

Obo Acara Corporate Director Limited

The Principal Debtor

Per:  DocuSigned by:
215940689FEB429...
Name: Menno Jordaan
Company Director
Obo Starkeast Management BV

SCHEDULE I EVENTS OF DEFAULT

The occurrence of any of the following events shall constitute a Default by the Principal Debtor of the terms of this Credit Agreement:

1. Principal Debtor's failure to pay any amount due as principal by the latest date of payment specified under this Credit Agreement;
2. The Principal Debtor commits any breach of or omits to observe any obligations and undertakings expressed to be assumed by it in the document regulating this Credit Agreement;
3. Any representation or warranty made or deemed to be made or repeated by or in respect of the Principal Debtor, is or proves to have been incorrect in any material respect;
4. Any indebtedness of the Principal Debtor is not paid when due or becomes due and payable, or any creditor of the Principal Debtor becomes entitled to declare any such indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Principal Debtor in respect of indebtedness is not honored when due and called upon;
5. A creditor attached or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings, assets, rights or revenues of the Principal Debtor, and is not discharged within seven (7) days;
6. The Principal Debtor suspends payment of its debts and obligations, or is unable or admits inability to pay the Creditor as it falls due, or commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or part of its indebtedness or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or as a class of creditors, or proceedings are commenced in relation to the Principal Debtor under any law, regulation or procedure relating to the reconstruction of debts;
7. The Principal Debtor takes any action or any legal proceedings are started or taken steps for:
 - a. The Principal Debtor to be adjudicated or found bankrupt or insolvent;
 - b. The winding up or dissolution of the Principal Debtor;
 - c. The appointment of a liquidator or administrator or similar officer of the Principal Debtor.
8. The Principal Debtor suspends or ceases or threatens to suspend or cease to carry on its business;
9. All or a material part of the undertakings, assets, rights or revenues of, or shares or other ownership interests in the Principal Debtor are seized, nationalized, expropriated or compulsory acquired by, or under the authority of any government;
10. Unless otherwise previously approved by the Creditor, the Principal Debtor allows and/or recognizes any transfer of its shares or any change of its ownership and or/in any other manner whatsoever allows the control of the Principal Debtor to be acquired or exercised by any person or entity not having control as at the date of the document/s regulating the Credit Agreement. For the purpose of this clause "control" means the power to direct the management and/or policies of the Principal Debtor whether through the ownership of capital, by contract or otherwise;
11. It becomes unlawful at any time for the Principal Debtor to perform all or any of its obligations in the document's regulating this Credit Agreement;
12. The Principal Debtor repudiates or does or causes or permits to be done any act or thing evidencing an intention to repudiate the document/s regulating this Credit Agreement;
13. There occurs in the opinion of the Creditor, a material adverse change in the financial

conditions of the Principal Debtor;

14. Any event occurs or circumstance arises which, in the opinion of the Creditor, is likely, materially and adversely to effect the ability of the Principal Debtor to perform all or any of its obligations under or otherwise comply with the terms of the document/s regulating this Credit Agreement.

SCHEDULE II ADVANCE DRAWDOWN REQUEST

From: VentureGamez NV (The "Principal Debtor")

To: Delta Plan Ltd (The "Creditor")

Date:

To whom it may concern,

We refer to this "**Shareholder's Framework Credit Agreement**" (the Credit Agreement) whereby a Credit facility was made available to **VentureGamez NV** a company existing under the laws of Curaçao, bearing company registration number 162316, whose registered office is at Kaya W.F.G. (Jombi) , Mensing, 24 Unit A, Curacao duly represented by its Director Starkeast Management B.V., as duly authorised. Terms defined in the Credit Agreement shall have the same meaning in this Drawdown Request.

We hereby give you notice that, pursuant to the Shareholder's Framework Credit Agreement and upon the terms and subject to the conditions contained therein, we wish the following Drawdown to be made available to as follows:

- a) Aggregate Amount : Fifteen Thousand Euros (€15,000)
 - b) Drawdown Date: any Business Day from the Effective Date of the Credit Agreement;
1. The aggregate outstanding amount of the Principal Amount after giving effect to the Drawdown requested herein does not exceed the Total Principal Amount;
 2. No Issuer Event of Default, Principal Debtor Event of Default has occurred and is continuing; and
 3. Unless agreed to by the Creditor, no Demand Loan Repayment Event has occurred and is continuing.

The net proceeds of this drawdown should be paid as indicated hereunder:

Beneficiary Name	IBAN Code	SWIFT Code
VENTUREGAMEZ N.V.	PT50006301105690000329013	BNFIPTPL

Yours faithfully,

VentureGamez NV
Kaya W.F.G. (Jombi) , Mensing, 24 Unit A, Curacao

DocuSigned by:

215940689FEB429...

Per:
Name: Menno Jordaan
Obo Starkeast Management B.V.