

PARTIES

Nikoloz Lomia

AND

Pavels Kozlovs

LOAN AGREEMENT

TABLE OF CONTENTS

- 1. THE LOAN**
- 2. REPAYMENT**
- 3. COSTS**
- 4. ASSIGNMENT**
- 5. NOTICES**
- 6. GENERAL PROVISIONS**
- 7. ENTIRE AGREEMENT**
- 8. CHOICE OF LAW AND GOVERNING JURISDICTION**

First Schedule:	The Lender
Second Schedule:	The Loan

THIS LOAN AGREEMENT is made this day 10 April 2025

BETWEEN:-

- (1) **THOSE PARTIES NAMED IN THE FIRST SCHEDULE** ("the Lender"); and
- (2) **Pavels Kozlovs** individual with the passport # LV7386139, residing at Cerinu iela 18-13, Jurmala, LV-2015, Latvia ("the Borrower")

RECITALS

- (A) The Borrower is a UBO of the Company incorporated in Curacao, in 2024 March 18 with the registration # 166638.
- (B) The Lender has agreed to lend to the Borrower the sum set out in the Second Schedule ("the Loan") in order to assist with the operation needs for the initial period of business ("the Permitted Purpose").
- (C) In consideration of the Lender providing the Loan to the Borrower and the Borrower repaying the Loan to the Lender both parties agree to the terms appearing hereafter.

NOW IT IS HEREBY AGREED as follows:

1. THE LOAN

- 1.1 The Loan shall only be used for the Permitted Purpose by the Borrower.
- 1.2 The Loan can be drawn down in several amounts upon the Borrower giving the Lender **ONE (1) WEEK'S** notice of the Borrower's intention to draw down the Loan.
- 1.3 The Loan will be unsecured.
- 1.4 The Loan shall become due and payable after service of written demand by the Lender or the Borrower. No demand for repayment can be made unless the Borrower has sufficient liquid assets to satisfy, after payment of all other liabilities, the entire sums advanced under this agreement. For the avoidance of doubt, repayment shall be restricted to the amount of available liquid assets in its aforesaid capacity.

2. REPAYMENT

- 2.1 The Loan shall become immediately due and payable upon the occurrence of any one or more of the following events:
 - 2.1.1 any corporate action, legal proceedings or other procedure or step being applied for or taken in relation to winding-up of the Borrower (except for the purposes of a reconstruction or amalgamation on terms previously approved in writing by the Lender) or a resolution is passed for the Borrower to be wound up or a meeting is held to consider such a resolution; or

2.1.2 the Borrower taking or being subject to any proceedings under any law, or commencing negotiations with one or more of its creditors, for the readjustment, rescheduling or deferment of all or a material part of its debts, or proposing or entering into any general assignment or composition or scheme of arrangement with or for the benefit of its creditors; or

2.1.3 there being a change of control of the Borrower's company; or

2.2 Without prejudice to the provisions of clause 2.1, the Lender may allow the Borrower to repay the Loan upon such terms as the Lender may in its absolute discretion determine, but no more than 7 years.

3. COSTS

3.1 Each of the parties shall pay the costs and expenses incurred by it in connection with the negotiation and execution of this Agreement.

3.2 The Borrower shall pay to the Lender on demand all costs and expenses whatever (including, without limitation, legal fees, recordal fees, court costs and VAT) incurred by the Lender in connection with the maintenance, protection and enforcement of the Lender's rights created by or intended to be created by or pursuant to this Agreement.

4. ASSIGNMENT

This Agreement is personal to the Parties and may not be assigned at law or in equity without the prior written consent of the other Party.

5. NOTICES

5.1 Every notice, request, demand or other communication under this Agreement shall be made in writing delivered personally or by first class prepaid letter or facsimile transmission (confirmed in the case of a facsimile by prepaid letter sent within twenty four (24) hours of despatch). Every notice request demand or other communication shall, subject as otherwise provided in this Agreement, be deemed to have been received in the case of a facsimile transmission at the time of despatch thereof (provided that if the date of despatch is not a business day in the country of the addressee it shall be deemed to have been received at the opening of business on the next such business day) and in the case of a letter when delivered personally or three days after it has been put into the post.

5.2 Every notice demand or other communication under this Agreement shall be sent:-

6.2.1 to the Lender at:

F.A.O. 12 Merab Aleksidze Street, Block A B Home 153, Tbilisi, Georgia

6.2.2 to the Borrower at:

F.A.O. Cerinu iela 18-13, Jurmala, LV-2015, Latvia

or such other address or addresses as may be notified by one party to the other party.

6. GENERAL PROVISIONS

6.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

6.2 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

7. ENTIRE AGREEMENT

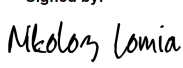
This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement between the parties in relation to the matters referred to in this Agreement.

8. CHOICE OF LAW AND GOVERNING JURISDICTION

This Agreement shall be governed by the laws of the Georgia and the parties hereto submit to the exclusive jurisdiction of the Courts of Georgia.

IN WITNESS WHEREOF the parties have hereunto executed these presents the day month and year before written

SIGNED and DELIVERED by
the Lender

Signed by:
 Nikoloz Lomia
C0522FBE44E9457...

SIGNED and DELIVERED by
the Borrower

Подписант:
 Pavels Kozlovs
0D9196CCBEA44DF...

FIRST SCHEDULE

The Lender

Name	Nationality	Address/Registered Office	Sum to be lent to Company
Nikoloz Lomia	Georgia	12 Merab Aleksidze Street, Block A B Home153, Tbilisi	60 000 (sixty thousands) EURO

Инициалы



Signed by:

Nikoloz Lomia

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SECOND SCHEDULE

The Loan

Facility of up to 60 000 (sixty thousands) EURO payables in instalments upon demand from the Borrower.

Tentative schedule of disbursements:

20 000 EURO – July 2025

20 000 EURO – October 2025

20 000 EURO – December -2025

Maturity period 5 years. Early repayment is allowed.

Interest: 6% annual

Инициалы


Initial
