

NEW ORIGIN SHAREHOLDER LOAN AGREEMENT

This Conditional Shareholder Loan Agreement (the "Agreement") made effective as of March 21st, 2025, by and between :

1. PARTIES

Mr. Raúl Moreno López, acting in his personal capacity, shareholder and ultimate beneficial owner (the "Lender"); and

New Origin B.V., a private limited liability company incorporated under the laws of Curaçao, having its registered office at Scharlooweg 39, Curaçao, with company number 170004, duly represented by its Managing Director Allyant Group B.V. (the "Company" or "Borrower").

2. PURPOSE AND NATURE OF THE AGREEMENT

2.1 This Agreement constitutes a shareholder loan arrangement pursuant to which the Lender may make funds available to the Company for **general operational purposes**, including but not limited to start-up costs, ongoing operational expenses, regulatory preparation, corporate maintenance, and business continuity.

2.2 The Parties acknowledge that the Company operates in a regulated environment and that the licensing process may require a significant and uncertain period of time.

2.3 Funds advanced under this Agreement shall be used solely for the lawful operational activities of the Company and shall not create any obligation of result, regulatory success, or licence approval.

2.4 Nothing in this Agreement shall be construed as:

- a commitment to fund the Company in full;
- a guarantee of licensing or go-live;
- or a fiduciary duty on the part of the Lender.

2.5 The Lender acts exclusively in his capacity as shareholder and ultimate beneficial owner and shall not incur any personal liability in connection with the Company's operations or regulatory status.

3. LOAN AMOUNT

3.1 The Lender agrees to make available to the Company a shareholder loan in a **maximum aggregate principal amount of EUR 100,000** (the "Loan"), which may be granted **in one or more tranches**, at the sole discretion of the Lender.

3.2 The Loan may be disbursed as follows:

- **Tranche 1 – Initial Operations**
EUR 30,000, intended to cover initial operational and set-up costs, payable on or after execution of this Agreement.
- **Tranche 2 – Business Continuity**
EUR 30,000, intended to support ongoing operational expenses, payable on or after execution of this Agreement.
- **Tranche 3 – Licensing Milestone**
EUR 40,000, intended to support post-licensing operations, payable upon the granting of the definitive gaming licence or at such later date as the Lender may determine.

3.4 The Company shall have **no right to demand or enforce** the disbursement of any tranche.

4. MATURITY, REPAYMENT AND INTEREST

4.1 Each tranche of the Loan shall have a maturity of **three (3) years** from its respective disbursement date.

4.2 The Loan shall accrue interest at a fixed rate of **two point five percent (2.5%) per annum**, calculated on the outstanding principal amount of each tranche from its respective disbursement date.

4.3 Repayment of principal and accrued interest shall be due at maturity, unless repaid earlier.

4.4 The Company may prepay the Loan, in whole or in part, at any time without penalty.

5. FAILURE OF PURPOSE / CANCELLATION

5.1 The Company expressly acknowledges that the granting of a gaming licence is uncertain and outside the control of the Lender.

5.2 Any delay, suspension, or refusal of the licence shall **not**:

- invalidate this Agreement;
- give rise to any claim against the Lender; or
- require the Lender to advance any further funds.

5.3 In the event that the licence is not granted, the Lender may, at his sole discretion: •
suspend further disbursements;

7. SUBORDINATION

Any Loan granted under this Agreement shall constitute a shareholder loan and shall be fully subordinated to the claims of all third-party creditors of the Company.

8. GOVERNING LAW AND JURISDICTION

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

8.2 Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Curaçao.

9. FINAL PROVISIONS

9.1 This Agreement constitutes the entire agreement between the Parties.

9.2 Any amendment shall be made in writing and signed by both Parties.

9.3 If any provision is held invalid, the remaining provisions shall remain in full force and effect.

9.4 Notwithstanding any other provision of this Agreement, the effectiveness, enforceability and funding of the Loan shall at all times remain subject to the express written consent of the Lender.

9.5 Under no circumstances shall the Company be entitled to demand, enforce or otherwise claim the Loan or any related obligation without such consent.

9.6 The Company may not assign, transfer, pledge or otherwise encumber this Agreement or any rights or obligations arising hereunder, in whole or in part, without the prior written consent of the Lender.

9.7 In the event of any ambiguity or inconsistency in the interpretation of this Agreement, such ambiguity or inconsistency shall be resolved in a manner consistent with the intent and protection of the Lender.

9.8 No failure or delay by the Lender in exercising any right under this Agreement shall operate as a waiver thereof.

SIGNATURES

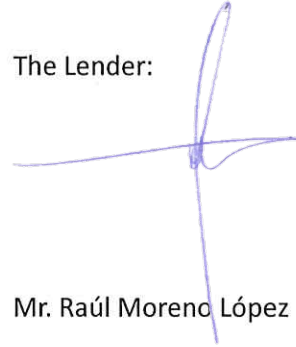
For the Company (Borrower):

A handwritten signature in blue ink, appearing to read "J. Sanchez", with a long horizontal flourish extending to the right.

New Origin B.V.

Represented by Allyant Group B.V.

The Lender:

A handwritten signature in blue ink, consisting of a vertical line with a horizontal crossbar and a small loop at the top.

Mr. Raúl Moreno López