

AARON JOHNSTON

and

MEAD SOFTWARE TECHNOLOGIES B.V.

CREDIT FACILITY AGREEMENT

THIS CREDIT FACILITY AGREEMENT is made the 23rd day of July 2025

BETWEEN:

- (1) **AARON JOHNSTON** an individual residing at Mead House, Langton Road, Speldhurst TN3 0JU, United Kingdom (hereinafter referred to as “the Lender”); and
- (2) **MEAD SOFTWARE TECHNOLOGIES B.V.** a company incorporated in Curacao whose registered office is at Dr. M.J. Hugenholtzweg 25, Curacao (hereinafter referred to as “the Borrower”).

1. DEFINITIONS AND INTERPRETATION

In this Credit Facility:-

- 1.1** “The Borrowed Amount” means the sum or sums set out in the Schedule attached to this Credit Facility Agreement (“the Schedule”).
- 1.2** Words importing one gender include all other genders, words importing the singular include the plural and vice versa and any reference to a person includes a reference to a corporate body.
- 1.3** The clause headings do not form part of this Credit Facility and are not to be taken into account in its construction or interpretation.

2. RECITALS

- 2.1** The Lender has lent and the Borrower has borrowed the Borrowed Amount.
- 2.2** The Lender expects to lend and the Borrower expects to borrow certain further sums from time to time, such further sums to be governed by the terms of this Credit Facility Agreement.
- 2.3** The parties wish to herein record the amounts of and the terms applicable to the Borrowed Amount.

3. NOW THIS CREDIT FACILITY WITNESSETH as follows:

- 3.1** Provided that the Borrowed Amount as set out in the Schedule has been initialled by the parties, the parties agree that the Borrowed Amount has been loaned by the Lender to the Borrower on the terms set out below ("the Loan").
- 3.2** The Lender loaned or hereby lends to the Borrower the Borrowed Amount at a fixed interest rate of two and a half percent (2.50%) per annum or at such rate as may be agreed in writing by the parties from time to time.
- 3.3** The Loan is granted for five (5) years and has a fixed repayment date of no later than 30th June 2030 of the total outstanding loan amount.
- 3.4** Interest shall be calculated daily on the drawn loan amount and capitalised within the loan.
- 3.5** The Borrower shall repay the whole or any part of the Borrowed Amount at such time and in such manner as the Lender shall designate in writing always provided that the Lender shall give not less than one (1) months written notice to the Borrower.
- 3.6** Provided that the relevant entry in column 3 of the Schedule has been initialled by the parties, the parties agree that the amounts stated in the third column of the Schedule have been repaid by the Borrower to the Lender.
- 3.7** Provided that all entries on the Schedule have been initialled by the parties, the parties agree that the sixth column of the last completed row of the Schedule records the balance from time to time of all amounts owed by the Borrower to the Lender ("the Outstanding Amount").

- 3.8** It is further agreed that the whole of the Outstanding Amount shall immediately become repayable to the Lender without demand on any one or more of the following events occurring that is to say:-
- a) if the Borrower shall commit an act of bankruptcy or enter into any arrangement with his creditors; or
 - b) if the Borrower shall fail to observe or comply with any of the covenants, conditions, agreements and stipulations herein contained.
- 3.9** The Borrower hereby agrees to give immediate notice to the Lender upon any of the events referred to in clause 3.8 a) or b) occurring.
- 3.10** The Loan shall be unsecured.
- 3.11** Interest paid to Lender shall be exclusive of all taxes (including withholding tax where applicable). For the avoidance of doubt the Borrower shall be responsible for any taxes in connection with the execution of this agreement.
- 3.12** The loan can be drawn down in instalments and shall be capped at two hundred thousand EURO (€200,000).

4 CONFLICTS

This agreement is drawn up in the English language. If this agreement is translated into another language, the English language text shall in any event prevail.

5 WAIVER

No failure or delay by the Lender in exercising any right power or privilege under this Agreement shall impair the same or operate as any waiver of the same nor shall any single or partial exercise or any right power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege.

6 GENERAL

- 6.1** Each of the provisions of this agreement shall be severable and distinct from every other and if at any time any one or more of those provisions (or any part thereof) is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.2** The Borrower shall not be entitled to assign the benefit or any part of the benefit of this agreement without the prior consent of the Lender.
- 6.3** This agreement is binding on the parties, their successors and assigns.
- 6.4** All amendments to this agreement must be made in writing (which includes communications by facsimile and email) and signed by the parties.

7 NOTICES

Any notices to be given pursuant to this Credit Facility Agreement shall be sufficiently served if delivered by hand or sent by prepaid first class post or by facsimile transmission and shall be deemed to be given (in the case of delivery by hand or post) when delivered to the address of the intended recipient (in the case of facsimile transmission) when a successful transmission report is generated, and shall be sent to the intended recipient's address or facsimile number (as appropriate) set out under its name below, or at such other facsimile number or address or for the attention of such other party as may be designated by such party in a written notice to the other parties.

To the Borrower:

Address: Dr. M.J. Hugenholtzweg 25, Curacao
Attention: Virae Management B.V., Veysel Demir
Email: mst@viraemanagement.com

To the Lender:

Address: Mead House, Langton Road, Speldhurst TN3 0JU, United Kingdom
Attention: Aaron Johnston
Email: aaron@julonconsultants.com

8. COUNTERPART

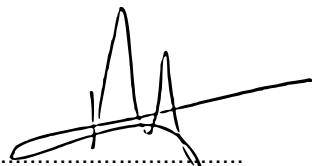
This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart.

9. JURISDICTION

- 9.1** This agreement is governed by and construed in accordance with the laws of the United Kingdom and the parties hereto submit to the exclusive jurisdiction of the Courts of Curacao.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first
above written

Signed by
AARON JOHNSTON



.....
Signee

Aaron Johnston

.....
Name

Signed for and on behalf of
MEAD SOFTWARE TECHNOLOGIES B.V.
by:

V. Demir

.....
Director

Virae Management B.V.
Represented by Veysel Demir

.....
Name

SCHEDULE TO THE CREDIT FACILITY AGREEMENT MADE ON 23rd of July 2025 BETWEEN AARON JOHNSTON (“THE LENDER”) AND MEAD SOFTWARE TECHNOLOGIES B.V. (“THE BORROWER”)

[illegible]

CERTIFICATE *of* SIGNATURE

REF. NUMBER

T5MJM-JKTZU-MN3WG-NFUGO

DOCUMENT COMPLETED BY ALL PARTIES ON

20 AUG 2025 14:26:41 UTC

SIGNER

VIRAE MANAGEMENT B.V.

EMAIL

INFO@VIRAEMANAGEMENT.COM

TIMESTAMP

SENT

20 AUG 2025 14:26:41 UTC

SIGNED

20 AUG 2025 14:26:41 UTC

SIGNATURE

VD

IP ADDRESS

161.22.55.35

