

THIS LOAN FACILITY AGREEMENT records the terms on which a loan has been granted, effective as at 03rd November 2025

BY AND BETWEEN:

(1) **NEXANOVA HOLDINGS LIMITED** of 3rd Floor, Quay House, South Quay, Douglas, Isle of Man, IM1 5AR ("the Lender"); and

(2) **NOVAPLAY N.V.** of Chuchubiweg 17, Curacao (the "Borrower")

IT IS AGREED as follows:

1. The Loan and Security

- 1.1. The Lender has granted to the Borrower, upon the terms and subject to the conditions of this Agreement, a loan facility agreement in the amount of £100,000.00 (One Hundred Thousand Pounds) ("the Loan").
- 1.2. The Lender may lend to the Borrower and the Borrower may borrow from the Lender such additional amounts from time to time as are agreed between the parties. Any additional amount will be added to the original loan sum under the same terms and conditions.
- 1.3. The Loan shall be unsecured.

2. Interest

- 2.1. The Loan shall be interest free.

3. Repayment

- 3.1. There is no set repayment date.
- 3.2. The loan shall become due and payable one month after service of written demand by the Lender on the Borrower unless otherwise agreed upon writing.
- 3.3. The Borrower may repay the Loan in whole or in part at any time free of any prepayment penalty or other charges.
- 3.4. The Borrower shall make all payments to the Lender in the currency in which the Loan was made.

4. Events of Default

4.1. There shall be an Event of Default if:

- a) The Borrower fails to pay the loan on the due date; or
- b) the Borrower suspends payment of his debts or is unable or admits inability to pay his debts as they fall due or (without having given written notice to the Lender of his intention so to do and received their consent) proposes or enters into any composition or other arrangement for the benefit of his creditors generally or any class of creditors.

4.2. Upon the occurrence of an Event of Default at any time thereafter the Lender may by notice in writing to the Borrower declare that the Loan shall become immediately due and payable without further notice or demand and such declaration shall be immediately effective.

5. Waiver

5.1. No omission or delay on the part of the Lender in exercising any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right power or privilege preclude any further or other exercise thereof or of any other right power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

6. Assignments

The Borrower may not assign any of his rights under this Agreement without the consent of the Lender.

7. Notices

7.1. Any notice, communication or demand to be given or made pursuant to this Agreement shall be in writing (including by way of e-mail) and shall be deemed duly served if delivered personally or sent by pre-paid registered post or by e-mail to the addressee at the address given above, or in the case of e-mail, the address specified below (if any) (or at such other address as the party to be served may have notified for the purposes of this Agreement).

Lender e-mail address: tkeating@groupeleven.im

Borrower e-mail address: e-business@onpointgroup.cw and 171648NPNV@gmail.com

7.2. In proving the service of notice, it will be sufficient to prove in the case of a letter that such letter was properly stamped, addressed, and placed in the post or delivered or left at the current address if delivered personally. In the case of an e-mail to the nominated address on completion of its transmission.

8. Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when executed and delivered shall constitute one and the same instrument.

9. Governing law

This Agreement shall be governed and construed in all respects in accordance with the laws of the Isle of Man. The parties hereto submit to the exclusive jurisdiction of the Isle of Man Courts.

THE LENDER

SIGNED on behalf of
NexaNova Holdings Limited



THE BORROWER

SIGNED on behalf of
NovaPlay N.V.

i-Global
Management B.V.
Digitally signed by Rose-
Marie Acosta
Date: 2025.11.03
12:45:53 -04'00'



"I certify that this is a true copy of the original Loan Facility Agreement which I have seen and verified."

Name : Mr. Chesley Ocalia
Capacity : Auditor (Master of Science in Accountancy) : ACC & Partners B.V.
Email : chesley.ocalia@crowe.cw
Telephone : +599 9 465 5000
Signature : 
Date : February 5, 2026