

LOAN FACILITY AGREEMENT

THIS LOAN FACILITY AGREEMENT (hereinafter referred to as the "**Agreement**") will come into effect as per July 1, 2026 by and between:

Burak Basel, with date of birth on September 17, 1970, Cyprus, residing at Paradies Hill Villalari No.9, Girne, Cyprus with passport number L00202490 with expiration date August 18, 2033, (hereinafter referred to as the "**Lender**");

and

StarX Software Solutions N.V., a limited liability company duly registered and incorporated under the Laws of Curacao, with registered address at Groot Kwartierweg 10, Livestrong Building, Curacao and registered with the Curacao Chamber of Commerce and Industry under number 171994, (hereinafter referred to as the "**Borrower**").

The Lender and the Borrower shall hereinafter each be referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS,

- (i) The Borrower is desirous of borrowing monies, and the Lender is desirous of lending such monies under the terms and conditions set out hereunder.
- (ii) The Lender agrees to lend funds to the Borrower in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in accordance with the mutual premises set forth herein, the Parties agree as follows:-

1. THE LOAN

- 1.1 Subject to the terms and conditions hereof, the Lender hereby agrees to provide the Borrower with the specified loan of EUR 3,000,000 (in words: three million euros), as required, by the Lender to the Borrower (the "**Loan**"), to be used by the Borrower for the setting up of its operations.
- 1.2 The date of commencement of the Loan shall be on July 1st, 2026 (the "**Commencement Date**")
- 1.3 The Loan shall be made available to the Borrower in one or more instalments in Euro, pursuant to instructions given in writing by the Borrower to the Lender.
- 1.4 The Loan shall also include any amounts paid or to be paid by the Lender on behalf of

the Borrower.

2. DELIVERY OF LOAN FUNDS

2.1 The Lender shall transfer the Loan to an account held by the Borrower, in terms of the instructions provided by the Borrower to the Lender.

3. REPAYMENT OF THE LOAN

3.1 Repayment of the Loan shall be made to the Lender in euro, upon the demand of the Lender on such date as the Lender and the Borrower will agree.

3.2 The Borrower will be required to repay the full principal Loan latest on the fourth annual anniversary of the day on which the loan is provided by the Borrower to the Lender (hereinafter referred to as the “**Drawdown Date**”), unless otherwise agreed to between the Parties.

3.3 The Borrower shall pay interest equal to three percent 3% (three percent) of the total Loan amount, calculated once and fixed for the duration of the Loan.

3.4 The outstanding balances shall be settled through the declaration and application of dividends.

3.5 The Borrower is granted the right to pay the Loan back in instalments at its discretion during the time period from the Drawdown Date until the fourth anniversary of the said Drawdown Date.

3.6 The repayments will be credited directly to the Lender’s bank account, as stipulated by the Lender.

4. DEFAULT

4.1 In the event that the Borrower breaches any of its obligations as defined in this Loan Agreement, then the Lender will be entitled with notice to the Borrower to declare that the Loan is due and payable and upon such notice being given, then Borrower will pay immediately the remaining principal of the Loan.

5. DELAY IN PAYMENTS

5.1 In the event of a delay in payment of longer than 3 business days, the Lender is entitled to set additional interest charges of 5% above the key policy rate set by the European Central Bank for the amount of the delayed payment.

6. REPRESENTATIONS AND WARRANTIES OF THE BORROWER

6.1 The Borrower hereby represents and warrants to the Lender, as of the Commencement

Date and during the loan period, that:

- i. All actions on the part of the Borrower necessary for the authorization, execution, delivery and performance of all of its obligations under this Agreement have been duly taken prior to the Commencement Date and the Agreement constitutes a valid and legally binding obligation, enforceable against the Borrower in accordance with its terms; and
- ii. The execution, delivery and performance of this Agreement by the Borrower will not result in the breach or violation of any law or regulation applicable to the Borrower or any contract or commitment by which it is bound.

7. PROPER LAW AND DISPUTES

- 7.1 This Agreement shall be governed by and construed in accordance with the Laws of Curacao and the Parties hereto submit to the exclusive jurisdiction of the Curacao Courts of Law for the purpose of enforcing any claim arising hereunder.
- 7.2 In the case of any dispute between the Parties arising out of this Agreement, the Parties agree that they will try and resolve the dispute amicably, without the introduction of any third parties unless otherwise agreed by the Parties.
- 7.3 Should there be a failure in reaching an amicable resolution to the dispute, the Parties shall resort to the Curacao Courts of civil law in order to settle the same dispute.

8. NOTICES

- 8.1 Any notice required or permitted hereunder shall be in writing and shall be delivered by courier, registered mail or confirmed facsimile to the relevant Parties hereto at their respective addresses. Any notice shall operate and be deemed to have been served after three days from the transmission by confirmed facsimile or delivery by courier or five days after the date of delivery by registered mail.

9. MISCELLANEOUS

- 9.1 Each of the Parties shall perform such further acts and execute such further documents as may be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the Parties as reflected thereby.
- 9.2 Each of Parties may not assign this Agreement without the prior written consent of the other Parties.
- 9.3 This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes, nullifies and terminates all prior agreements between the Parties with regard to such subject matter.
- 9.4 Any amendments or addenda to this Agreement must be in writing, and must be signed

by the Parties.

- 9.5 The headings of this Agreement are solely references and must not in any circumstance affect the content thereof.
- 9.6 In this Agreement, any reference to the “Agreement” shall also refer to any amendments and addenda which from time to time may have been entered into by the Parties.
- 9.7 No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. The observance of any term hereof may be waived or excused (either prospectively or retroactively and either generally or in a particular instance) and any waiver, permit, consent, or approval of any kind by a Party of any breach or default under this Agreement, or any waiver by a Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any of the Parties, shall be cumulative and not alternative.

10. SEVERANCE

If any provision of this Agreement should be or becomes fully or partially invalid or unenforceable for any reason whatsoever or should violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deemed excluded from this Agreement, and the rest of this Agreement shall be valid and binding as if such provision was not included herein. In that case, it shall be substituted for any such provision which, as far as legally possible, comes nearest to what the Parties had originally intended or would have intended according to the sense and purpose of this Agreement.

This Agreement has been drawn up in two (2) original copies, one for each Party.

We, the undersigned hereby declare that we are duly authorized to act on behalf of, and represent the parties to this agreement and agree to the terms and conditions stipulated in this Agreement.

Lender	Borrower (StarX Software Solutions N.V.) 
Signed by: Mr. Burak Basel Place:	Signed by: eMoore N.V.

Date:	
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