

LOAN AGREEMENT

This Loan Agreement (the “Agreement”) is made on this **10th day of March 2026**.

BETWEEN

Mr. Fang Cheng Fan Wei, holder of passport number **B00863970**, of Costa Rican nationality, born on 18 November 1969 (the “Lender”),

and

Apex Gaming International N.V., a company incorporated under the laws of Curaçao, having its registered office at **Cassandraweg 52, Curaçao**, and registered with the Chamber of Commerce under number **170947** (the “Borrower”).

The Lender and the Borrower are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

1. Purpose of the Loan

The Lender agrees to provide financial support to the Borrower for the purpose of funding the establishment and operation of the Borrower, including but not limited to licensing costs, corporate and administrative services, regulatory and compliance expenses, and general operational costs.

2. Loan Amount

The Parties agree that, following the successful opening and activation of the Borrower’s corporate bank or payment account, an initial loan amount of **EUR 200,000** shall be made available to the Borrower.

Such amount shall be provided in two separate phases, the timing and allocation of which shall be determined by the Lender in accordance with the operational needs of the Borrower.

Until such account becomes operational, the Lender may personally settle expenses on behalf of the Borrower. Any such payments made by the Lender shall be recorded as shareholder loan contributions and shall form part of the total loan balance under this Agreement.

3. Disbursement

The loan shall initially be disbursed through the direct settlement of company expenses by the Lender. Following the activation of the Borrower's corporate bank or payment account, the loan may be disbursed through bank transfer or any other agreed payment method. All disbursements shall be properly documented and recorded in the financial records of the Borrower.

4. Interest

The loan provided under this Agreement shall be interest-free, unless otherwise agreed in writing between the Parties.

5. Repayment Terms

Repayment of the loan shall be made over a period of **five (5) years** from the date of first disbursement.

The Borrower may repay the loan in full or in part at any time without penalty.

The repayment period may be extended by mutual agreement between the Parties if required.

The Parties may further agree to convert part or all of the outstanding loan into equity in the Borrower or maintain the amount as a shareholder loan.

6. Term

This Agreement shall remain in force until the loan amount has been fully repaid or otherwise settled between the Parties.

7. Governing Law

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

8. Entire Agreement

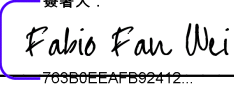
This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, or arrangements.

9. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

LENDER

Mr. Fang Cheng Fan Wei

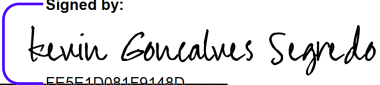
Signature: 
Date: 10 March, 2026

BORROWER

For and on behalf of
Apex Gaming International N.V.

Name: Elite Management B.V.
Title: Managing Director

Executed by: Kevin Goncalves Segredo

Signature: 
Date: 10 March, 2026