

LOAN FACILITY AGREEMENT

Effective Date: 4th February 2026 (04/02/2026)

BY AND BETWEEN:

- (1) **Oksana Tysbka holder of Passport Number FN452075** (“the Lender”); and
 - (2) **Miranda Path B.V.**, a company incorporated under the laws of Curaçao, with registration number 172325, having its registered office at Zuikertuintjeweg Z/N, Curaçao (“the Borrower”).
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IT IS AGREED AS FOLLOWS:

1. The Loan

1.1 The Lender has granted to the Borrower, upon the terms and subject to the conditions of this Agreement, a loan facility in the amount of USD 150,000 (One Hundred Fifty Thousand United States Dollars), denominated in 150,000 USDT stablecoins (“the Loan”).

1.2 The parties may agree in writing to increase the Loan from time to time. Any additional amount advanced shall be added to the principal and shall be governed by the terms of this Agreement.

1.3 The Loan shall be unsecured.

2. Interest

2.1 The parties agree that the Loan is provided on an interest-free basis. Accordingly, no interest shall be charged, payable, or accrued in respect of any outstanding principal under this Agreement.

3. Term and Repayment

3.1 Maturity Date

The Loan shall have a fixed maturity date of 48 months from the Effective Date (“Maturity Date”).

3.2 Lock-Up Period

The Lender agrees that no demand for repayment may be made during the first 24 months from the Effective Date.

3.3 Scheduled Repayment

Unless earlier repaid, the full outstanding principal and accrued interest shall be due and payable on the Maturity Date.

3.4 Prepayment

The Borrower may repay the Loan in whole or in part at any time without penalty.

3.5 Currency and Stablecoin Framework

(a) The Loan is denominated in USDT stablecoin.

(b) The Borrower may, at its sole election, repay the Loan either:

- in USDT, or
- in USD fiat currency equivalent.

(c) If repaid in fiat, the USDT/USD conversion rate shall be determined based on the average market rate published on CoinMarketCap or Binance on the business day immediately preceding repayment.

(d) Repayments in USDT shall be made to a wallet address provided in writing by the Lender, subject to standard AML verification.

3.6 AML Compliance

Both parties represent that all transfers of USDT shall comply with applicable AML/CFT laws of Curaçao.

4. Events of Default

4.1 An Event of Default shall occur if:

(a) the Borrower fails to make a payment when due and such failure is not remedied within 15 business days after written notice from the Lender;

(b) the Borrower becomes insolvent, suspends payment of its debts, or enters into any composition with creditors.

4.2 Upon the occurrence of an Event of Default that remains uncured after the applicable cure period, the Lender may declare the Loan immediately due and payable.

5. Representations and Warranties

5.1 Each party represents and warrants that:

(a) it has full power and authority to enter into this Agreement;

(b) this Agreement constitutes a legal, valid, and binding obligation;

(c) all required corporate approvals have been obtained;

(d) entering into this Agreement does not violate any law or contractual obligation.

6. Confidentiality

6.1 The parties agree to keep the terms of this Agreement and all related information strictly confidential and not to disclose the same to any third party except:

- (a) as required by law;
- (b) to professional advisers; or
- (c) with the prior written consent of the other party.

7. Assignment

The Borrower may not assign any rights or obligations under this Agreement without the prior written consent of the Lender.

8. Notices

8.1 Any notice under this Agreement shall be in writing and delivered by courier, registered mail, or email.

8.2 Notices shall be sent to:

Lender:

Address: 1330 DANFORTH RD UNIT 306 SCARBOROUGH ON CAN M1J 1E8

Email: otsybka@gmail.com

Borrower:

Miranda Path B.V.

Registered Office: Zuikertuintjeweg Z/N, Curaçao

Email: corporate@mirandapath.com

8.3 Notice shall be deemed received:

- if by email – on the next business day after transmission.
- if by courier – on the date of delivery.
- if by registered mail – three business days after posting.

9. Force Majeure (Blockchain)

Neither party shall be liable for failure to perform payment obligations in USDT due to blockchain network failure, wallet service interruption, or regulatory restrictions, provided that payment shall be made promptly once the impediment ceases.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of **Curaçao**. The courts of Curaçao shall have exclusive jurisdiction.

SIGNATURES

FOR AND ON BEHALF OF THE LENDER



Oksana Tsybka

Date: 04/02/2026

FOR AND ON BEHALF OF MIRANDA PATH B.V.

Miranda Path B.V., a company incorporated in Curaçao

Registration No: 172325

Registered Office: Zuikertuintjeweg Z/N, Curaçao

Represented by: IGA Trust B.V., Managing Director

Authorised Signatory:



Claire Godschalk

Title: Managing Director

Date: 04/02/2026

Miranda Path B.V. Loan agreement

Final Audit Report

2026-02-07

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