

I, hereby, confirm and certify that this is a true copy of the original document which I have seen.

Alla Rybintseva

10/02/2026

Alla Rybintseva, Ukrainian solicitor
Certificate number 3513

Apt. 36, 5 Manuilivskyi Avenue, Amur-
Nyzhnodniproviskyi District, Dnipro,
Ukraine

a.rybintseva@platipusgaming.com

LOAN FACILITY AGREEMENT

THIS LOAN FACILITY AGREEMENT (the “**Agreement**”) is entered into on 05 February 2026 by and between:

Softrios N.V., limited liability company duly registered and incorporated under the Laws of Curaçao, bearing Company Registration Number 172758, and with registered office address situated at Schout Bij Nacht Doormanweg 40, Curaçao, as duly represented hereon by eMagnus Curacao B.V., as duly authorised hereon (hereinafter referred to as the “**Borrower**”)

And

Mr. Oleksandr Borodiuk, holder of Ukrainian Passport No. FG950728, a citizen of the Ukraine, resident at Building 28, lane Povitroflotskyi, Kyiv, 03150, Ukraine (hereinafter referred to as the “**Lender**”).

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

WHEREAS,

- (i) The Borrower wishes to borrow funds, and the Lender is willing to lend such funds under the terms and conditions set out in this Agreement.
- (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 of this Agreement, the Lender hereby agrees to make available to the Borrower a loan of up to one hundred and fifteen thousand USDT (115,000.00 USDT) (the “**Loan**”), which may be disbursed in one or more instalments, in whole or in part, from time to time upon written drawdown requests by the Borrower, and subject to the Lender’s written confirmation. The Loan shall be disbursed and repaid in the equivalent amount of digital assets as further specified in Section 2.

1.2. The Borrower shall use the Loan solely for the purposes of its lawful business operations and general corporate activities. The Loan shall not be restricted to any specific project or expense and may be applied to any operational, administrative, commercial, or development needs of the Borrower arising in the ordinary course of its business. The Borrower represents and warrants that the funds will not be used for any purpose that is unlawful or prohibited under applicable law, or for any other purpose without the prior written consent of the Lender.

1.3. The Loan shall be provided on an interest-free basis. No interest, fees, commissions, or any other additional payments shall accrue or be payable by the Borrower in connection with the Loan, unless otherwise expressly agreed in writing by the Parties.

1.4. The date of commencement of the Loan shall be deemed to be the date on which the Lender first disburses any amount of the Loan to the Borrower’s account (the “**Commencement Date**”).



1.5. The Loan (or any part thereof) shall be made available to the Borrower in one or more instalments in USDT, in such amounts and at such times as may be agreed upon in writing by the Parties, pursuant to instructions given in writing by the Borrower to the Lender.

2. DELIVERY OF LOAN FUNDS

2.1. The Loan shall be disbursed by transfer of digital assets to a cryptocurrency wallet controlled by the Borrower. The Borrower shall provide written instructions specifying the wallet address, the applicable blockchain network, the digital asset type, and any other information reasonably required to complete the transfer. The Lender shall not be responsible for any delays or errors in transfer caused by incorrect or incomplete wallet details provided by the Borrower.

2.2. The Lender shall provide the Borrower with reasonable documentary evidence of the transfer of the Loan Amount, or any part thereof, including the blockchain transaction hash (TXID) and a verifiable record of the transaction on the relevant public blockchain explorer. Such evidence shall constitute conclusive proof that the funds have been disbursed under the Loan.

2.3. The Loan Amount, or any part thereof, shall be deemed delivered to the Borrower upon the broadcast of the cryptocurrency transaction to the relevant blockchain network, in accordance with the Borrower's written instructions. The Lender shall not be liable for any delays, errors, withholding, or non-receipt of funds caused by the blockchain network, validators, congestion, or incorrect wallet details supplied by the Borrower.

2.4. The Lender shall not be obliged to make any payment under this Section 2 if the Borrower has failed to satisfy any conditions precedent, is in breach of this Agreement, or if an Event of Default has occurred or is continuing.

3. REPAYMENT OF THE LOAN

3.1. All repayments of the Loan shall be made either in digital assets (specifically USDT) or, if expressly agreed by the Parties in writing, in Euros (EUR). The Loan is denominated and disbursed in USDT. If repayment is made in Euros, the amount payable shall be the equivalent of the outstanding USDT amount, calculated based on the market exchange rate between EUR and USDT applicable at the time of repayment. The exchange rate shall be determined using a publicly available pricing index or exchange rate source agreed by the Parties. All market fluctuation risk between the value of USDT and EUR shall be borne solely by the Borrower. Any network fees or other transfer charges shall also be borne solely by the Borrower.

3.2. Repayment of the Loan shall be made upon the written demand of the Lender on such date as the Parties may mutually agree in writing. In any event, the Borrower shall repay the entire outstanding principal of the Loan in full no later than eleven (11) months from the date of the relevant disbursement of each tranche, unless otherwise agreed in writing by the Parties.

For the purposes of this Agreement, the "Drawdown Date" means, in respect of each tranche, the date on which the relevant part of the Loan is disbursed by the Lender to the Borrower in accordance with this Agreement.

3.3 Early Repayment and Instalments:

(a) The Borrower may, at its sole discretion, repay the Loan in one or more instalments at any time from the Drawdown Date until eleven (11) months thereafter, without incurring any penalty or additional charge, unless otherwise agreed in writing by the Parties.

(b) Any early repayment shall be applied directly to the outstanding principal of the Loan.

(c) The Borrower may also request to make partial repayments from time to time, provided that such repayments are made in compliance with the Lender's wallet instructions and blockchain network details.



(d) The Parties agree that any dividend entitlements payable to the Borrower may be set off against amounts owed under the Loan only if expressly agreed in writing by both Parties at the time such dividend is declared.

3.4 Manner of Payment:

(a) All repayments shall be made by either (i) transfer of digital assets to the cryptocurrency wallet specified in writing by the Lender, or (ii) bank transfer in Euros to the bank account designated in writing by the Lender. The Lender may update such payment details by providing written notice to the Borrower.

(b) Payments shall be deemed received only when the relevant cryptocurrency transaction has been broadcast to the applicable blockchain network and is verifiable by the Lender via the transaction hash (TXID), and free from any deduction, withholding, set-off, or counterclaim, except as required by law.

(c) If any payment falls due on a day that is not a business day for the blockchain network used for the transfer, such payment shall be made on the next following business day, and no additional amounts shall accrue in connection with such postponement.

4. DEFAULT

4.1. An Event of Default shall occur if the Borrower:

(a) Fails to pay any amount due under this Agreement on the due date for payment and such failure continues for more than 30 business days after written notice from the Lender;

(b) Breaches or fails to perform any obligation, covenant, representation, or warranty contained in this Agreement, and such breach (if capable of remedy) is not remedied within 35 business days after receipt of written notice from the Lender;

(c) Becomes insolvent, bankrupt, or is subject to any insolvency, reorganization, or liquidation proceedings;

(d) Makes an assignment for the benefit of creditors or enters into any arrangement or composition with its creditors;

(e) Has any of its assets seized, attached, or otherwise taken under legal process;

(f) Ceases, or threatens to cease, carrying on its business in the ordinary course; or

(g) Uses the Loan funds for any purpose other than its lawful business operations and general corporate activities as permitted under this Agreement.

4.2. If an Event of Default occurs, the Lender may, by written notice to the Borrower, declare that:

(a) The Loan, together with any other amounts payable under this Agreement, is immediately due and payable in full; and

(b) All obligations of the Borrower to the Lender shall become accelerated without the need for further demand, protest, or other notice of any kind, all of which are expressly waived by the Borrower to the fullest extent permitted by law.

4.3. Upon an Event of Default, the Lender may exercise one or more of the following remedies, in addition to any remedies available under applicable law:

(a) Set off any amounts owed to the Borrower by the Lender against the outstanding Loan balance;

(b) Commence legal proceedings to recover the debt;

(c) Enforce any security or collateral (if applicable);

(d) Suspend or terminate any further disbursement of funds to the Borrower;

(e) Require the Borrower to pay all costs and expenses incurred by the Lender in enforcing its rights, including reasonable legal fees.



4.4. Any delay or omission by the Lender in exercising any right or remedy under this Agreement shall not be deemed a waiver of that right or remedy, nor shall it prevent the Lender from exercising it in the future.

5. DELAY IN PAYMENTS

5.1. If the Borrower fails to make any payment under this Agreement within three (3) business days of its due date, the overdue amount shall accrue default interest at a fixed rate of five percent (5%) per annum above the key policy rate set by the European Central Bank (the "Default Rate"), calculated from the original due date until the date of actual payment in full.

5.2. Default interest shall:

- (a) Accrue daily on the basis of a 365-day year;
- (b) Be calculated solely on the overdue amount and
- (c) Be payable on demand by the Lender.

5.3. Default interest shall not be added to the principal and shall not itself accrue interest.

5.4. The Borrower shall reimburse the Lender for all reasonable costs, charges, and expenses (including legal fees) incurred in connection with the collection of any overdue amounts.

5.5. The charging of default interest shall not prejudice any other rights or remedies of the Lender under this Agreement or at law, and shall not be construed as granting the Borrower any right to delay 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 throughout the term of this Agreement, that:

(a). The Borrower is a company duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

(b). The Borrower has the full power and authority to execute, deliver, and perform its obligations under this Agreement.

(c). All actions necessary for the authorization, execution, delivery, and performance of all obligations under this Agreement have been duly and validly taken.

(d). The execution, delivery, and performance of this Agreement by the Borrower will not:

(i). Violate any provision of its charter documents, bylaws, or other organizational documents.

(ii). Conflict with, or result in a breach or default under, any material contract, agreement, or instrument to which the Borrower is a party or by which it is bound.

(iii). Violate any applicable law, rule, regulation, order, judgment, or decree of any governmental authority.

(e) Financial Condition:

(i) The financial statements previously provided by the Borrower to the Lender are accurate and complete in all material respects and fairly present the Borrower's financial condition as of the dates thereof.

(ii). There has been no material adverse change in the Borrower's financial condition since the date of the last financial statements provided to the Lender.

(f) Litigation and Liens:

(i) There are no pending or, to the best of the Borrower's knowledge, threatened lawsuits, legal proceedings, or governmental investigations against the Borrower that, if adversely determined, would have a material adverse effect on its business or financial condition.



(ii). The Borrower's assets are free and clear of all liens, charges, and encumbrances, except for those specifically disclosed to the Lender in writing.

6.2. This Agreement constitutes a valid and legally binding obligation of the Borrower, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally.

7. TERMINATION

7.1. This Agreement shall automatically terminate upon the full and final repayment by the Borrower of the Principal Sum, together with any default interest (if applicable) and any other amounts due and payable hereunder.

7.2. This Agreement may be terminated at any time by the mutual written consent of both the Lender and the Borrower.

7.3. In addition to the Lender's right to declare the Loan immediately due and payable upon an Event of Default as set forth in Section 4, the Lender shall have the right to terminate this Agreement immediately by providing written notice to the Borrower if an Event of Default has occurred and is continuing.

7.4. Upon the effective date of any termination of this Agreement, the following shall apply:

(a) The Borrower's obligation to repay the entire outstanding balance of the Principal Sum and any default interest and other amounts due under this Agreement shall become immediately due and payable in full.

(b) All rights and obligations of the Parties under this Agreement shall cease, except for any rights and obligations that have accrued prior to the effective date of termination.

(c) Termination of this Agreement shall not relieve either Party from any liability for any breach of this Agreement that occurred prior to the date of termination.

7.5. The provisions of this Agreement relating to indemnities, governing law, jurisdiction, and the effects of termination shall survive any termination of this Agreement.

8. TERM OF AGREEMENT

8.1. This Agreement shall commence on the Commencement Date and shall remain in full force and effect until the earliest of the following dates:

(a) the date of the full and final repayment of all outstanding amounts owed under this Agreement;

(b) eleven (11) months from the date of the relevant disbursement of the last outstanding tranche; or

(c) the effective date of termination of this Agreement in accordance with the provisions of Section 7 (Termination).

8.2. The termination or expiration of this Agreement for any reason shall not affect any rights or obligations of the Parties that have accrued prior to such termination or expiration. Provisions relating to indemnities, governing law, jurisdiction, and the effects of termination shall survive the termination of this Agreement.

9. PROPER LAW AND DISPUTES

9.1. This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and the Parties hereto submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of enforcing any claim arising hereunder.

9.2. In the case of any dispute between the Parties arising out of this Agreement, the Parties agree that they will try to resolve the dispute amicably, without the introduction of any third parties, unless otherwise agreed in writing by the Parties.



10. NOTICES

10.1. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the earliest of:

- (a) Actual receipt by the Party to whom the notice is addressed.
- (b) The next business day after being sent by a nationally recognized overnight courier service with delivery confirmation.
- (c) The third business day after being sent by certified or registered mail, return receipt requested, postage prepaid.
- (d) The next business day after being sent by confirmed email.

10.2. A notice shall be deemed to be effective only upon its receipt by the Party to whom it is addressed. For the purpose of this section, receipt will be deemed to occur on the date of delivery, as evidenced by the delivery confirmation or return receipt.

11. MISCELLANEOUS

11.1. 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.

11.2. Each of Parties may not assign this Agreement without the prior written consent of the other Party.

11.3. 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.

11.4. Any amendments or addenda to this Agreement must be in writing, and must be signed by the Parties.

11.5. The headings of this Agreement are solely references and must not in any circumstance affect the content thereof.

11.6. 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.

11.7. 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.

12. SEVERANCE

12.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. The remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

12.2. The Parties agree that if any provision is found to be invalid or unenforceable, they will negotiate in good faith to substitute such provision with a valid and enforceable provision that most



closely reflects the original intent of the Parties. The new provision shall, as far as legally possible, achieve the same economic and legal effect as the provision it replaces.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Mr. Oleksandr Borodiuk

By: 

Softrios N.V.

By:  2/9/2026

Name: eMagnus Curacao B.V.

Title: Managing Director

