

LOAN AGREEMENT

This Loan Agreement (the “Agreement”) is effective on October 28, 2025 (the “Effective Date”).

BETWEEN: Valerii Makovetskii (the “Lender”);

AND: STRIVE Solutions NV (the “Company” or “Borrower”).

RECITALS:

A. WHEREAS the Company’s principal business is the provision of technology and operational services for the online industry (the “Business”).

B. WHEREAS the Lender is the sole registered shareholder of the Company, holding 100% of its issued and allotted share capital.

C. WHEREAS at the date hereof the authorized share capital of the Company is EUR 100.00 (one hundred euros), divided into 100 (one hundred) ordinary shares with a par value of EUR 1.00 (one euro) each.

D. WHEREAS the Company wishes to receive from the Lender financing for its Business in the amount of up to 5,000,000.00 USD (Five million United States dollars) in the form of a loan facility (the “Facility”). The Borrower may, from time to time, draw, repay and re-borrow amounts under the Facility, as such limit may be increased from time to time by written agreement of the Parties, provided that the total outstanding principal amount shall not exceed the Facility Amount.

E. WHEREAS the Lender has agreed to provide the Loan according to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, whenever beginning with an uppercase letter, and except where the context clearly indicates a different meaning, the terms and expressions listed below will have the meanings that follow:

Applicable Law means with respect to any person any law, rule, statute, regulation or other requirement having the force of law in any relevant jurisdiction to which such person is subject (including the rules of any listing authority by which any applicable person's shares are listed, a stock exchange on which the applicable person's shares are listed or traded or of any Governmental Authority or other authority with relevant powers to which the person is subject or submits);

Business Day means a day, other than a Saturday, Sunday or public holiday, on which banks are generally open for normal banking business in Curaçao.

Capitalization Date means December 31 of each calendar year during the term of this Agreement.

Draw-Down Record means any written record, including by email, payment instruction, accounting entry, bank transfer reference or other written confirmation, evidencing a drawing or deemed drawing under the Facility.

Event of Default means the events provided for in Clause 9 hereof;

Facility means the revolving credit facility made available by the Lender to the Borrower pursuant to this Agreement.

Facility Amount means the maximum aggregate principal amount of 5,000,000.00 USD (Five million United States dollars), as may be amended by mutual written agreement of the Parties.

Governmental Authority means any supranational, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof) or any other supranational, governmental, intergovernmental, quasi-governmental authority, body, department or organization or any regulatory body appointed by any of the foregoing in each case, in any jurisdiction (including any ministry, any governmental agency, any tax authority, the attorney general office and members of the executive branch of government in any state);

Interest Rate has the meaning given to it in Clause 5.1.

Lender Account means the bank account opened in the name of the Lender, as notified from time to time by the Lender to the Borrower;

Maturity Date means the date on which the Facility is cancelled and all outstanding amounts become due and payable following a demand by the Lender under Clause 7.1 or an acceleration under Clause 9.2.

Reorganization Measures means measures involving an intervention by the administrative or judicial authorities with a view to preserving or restoring a financial situation and which affect pre-existing rights of third parties, including measures involving a moratorium, suspension of payments, controlled management, composition with creditors, suspension of enforcement measures, reorganization or reduction of claims, the appointment of a temporary administrator and any similar foreign proceedings affecting the rights of creditors generally.

Security means any mortgage, charge, pledge, lien, assignment by way of security, retention of title arrangement, encumbrance or other security interest securing any obligation of any person.

Tranche means each separate drawing or deemed drawing made under the Facility and evidenced by a Draw-Down Record.

Winding-up Proceedings means collective proceedings concerning the realization of assets and distribution of the proceeds between the creditors or shareholders, which involve an intervention by the administrative or judicial authorities, including bankruptcy proceedings and collective proceedings, which are terminated by composition or other analogous measures, whether or not they are founded on insolvency or are voluntary or compulsory, and any similar foreign proceedings affecting the rights of creditors generally.

1.2. Clauses and paragraph headings shall not affect the interpretation of this Agreement.

1.3. A reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors and permitted transferees.

1.4. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.5. A reference to a party shall include that party's successors and permitted transferees.

1.6. A reference to a time of day is to Curaçao local time.

1.7. A reference to writing or written includes email.

1.8. A reference to this agreement (or any provision of it) or to any other agreement or document referred to in this agreement is a reference to this agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time.

1.9. Unless the context otherwise requires, a reference to a clause is to a clause of this agreement.

1.10. Any words following the terms including or include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.11. A reference to a document in agreed form is to that document in the form agreed by the Lender and the Borrower and initialed by or on their behalf for identification.

1.12. A reference to an amendment includes a supplement or variation (and amended shall be construed accordingly).

1.13. A reference to a party shall include that party's successors and permitted transferees.

1.14. A reference to writing or written includes email.

1.15. A reference to a certified copy of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by an officer of the party delivering the document.

1.16. A reference to this Agreement (or any provision of it) or to any other agreement referred to herein is a reference to this Agreement or such other agreement as amended from time to time.

1.17. A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization.

2. THE FACILITY

2.1 The Lender hereby makes available to the Borrower a revolving credit facility up to a maximum aggregate amount of 5,000,000.00 USD (Five million United States dollars) (the "Facility Amount") on the terms and subject to the conditions of this Agreement.

2.2 The Facility is non-convertible. Nothing in this Agreement shall entitle the Lender to convert any outstanding amounts under the Facility into shares or any other equity interest in the Borrower.

2.3 Amounts repaid under the Facility may, subject to the terms of this Agreement, be re-drawn by the Borrower up to the Facility Amount.

3. PURPOSE

3.1. The Borrower shall use all money borrowed under this Agreement solely for the purpose of providing working capital to support its ongoing operations, business development, and strategic initiatives, including but not limited to financing product development and technology infrastructure, marketing and customer acquisition, and covering general operational expenses.

3.2. The Lender may, at its discretion and upon the request or with the consent of the Borrower, satisfy any utilization of the Facility by making payments directly to third parties on behalf of the Borrower. Any such payments shall be deemed to constitute amounts drawn by the Borrower under the Facility and shall form part of the outstanding principal of the Loan.

3.3. The Lender is not obliged to monitor or verify how any amount advanced under this agreement is used, and shall not be liable for any use or misuse of such amounts by the Borrower or any third party.

4. DRAWING

4.1. Subject to the terms of this Agreement, the Borrower may request, and the Lender may make available, Tranches under the Facility from time to time on any Business Day, without any fixed prior notice period or formal draw-down notice requirement.

4.2. The Lender may, acting reasonably and at its discretion, accept, defer or reject any request for a drawing under the Facility, provided that no drawing shall be made if, immediately following such drawing, the aggregate outstanding principal amount under the Facility would exceed the Facility Amount.

4.3. Any amount advanced by the Lender to the Borrower, or paid by the Lender to a third party on behalf of the Borrower at the request or with the consent of the Borrower, shall be deemed to constitute a Tranche drawn under the Facility.

4.4. Each drawing or deemed drawing shall be evidenced by a Draw-Down Record. The absence of a formal draw-down notice shall not affect the validity of any drawing or deemed drawing, provided that the relevant advance, payment or accounting record is reasonably capable of evidencing the amount, date and purpose of the relevant Tranche.

4.5. Each Draw-Down Record shall, where reasonably practicable, specify or evidence: the date of the drawing, the amount drawn, the payment instructions or recipient details, and the purpose or reference for the drawing.

4.6. The Parties shall maintain copies of the relevant Draw-Down Records as part of the records of this Agreement for accounting, audit, transfer pricing and corporate governance purposes.

4.7. The Parties agree that any Tranche under this Agreement, including the first Tranche, may be advanced from time to time upon request by the Borrower, subject to the Lender's acceptance in accordance with this Clause 4, and having regard to the Borrower's financing needs and the availability of the Facility. No minimum amount, fixed date or mandatory disbursement schedule shall apply to the first Tranche or to any subsequent Tranche, unless otherwise agreed in writing by the Parties.

5. INTEREST

5.1. The outstanding principal amount of each Tranche shall bear interest at a fixed rate of five per cent. (5.00%) per annum (the "Interest Rate").

5.2. The Interest Rate applicable to each Tranche shall be fixed on the date of the relevant draw-down and shall remain unchanged for the entire duration of that Tranche, unless otherwise agreed in writing by the Parties.

5.3. The Parties acknowledge that the Interest Rate has been determined by reference to commercially reasonable arm's length principles, taking into account the nature of the Facility, the currency of the Facility, the relationship between the Parties, the credit profile of the Borrower, the absence of third-party security, and the applicable transfer pricing and corporate governance considerations relevant to the Borrower in Curaçao.

5.4. No annual adjustment, benchmark reset, AFR update, IRS Revenue Ruling update or similar periodic interest rate review shall apply to any Tranche, unless expressly agreed in writing by the Parties.

5.5. At the time of each draw-down, the Interest Rate applicable to the relevant Tranche shall be recorded in the relevant Draw-Down Record or other written record maintained by the Parties. Such record shall form part of the documentation of this Agreement for transfer pricing and corporate governance purposes.

5.6. Interest shall accrue on the outstanding principal amount of each Tranche from and including the date on which such Tranche is drawn until the date on which such Tranche is repaid in full.

6. INTEREST ACCRUAL AND CAPITALISATION

6.1. Interest shall accrue on a monthly basis on the outstanding principal balance of each Tranche only, calculated on the basis of a 365-day year. Accrued but unpaid interest shall not be included in the principal balance for the purpose of calculating interest during the relevant year (i.e., interest shall not compound within the year).

6.2. On each Capitalization Date (being December 31 of each calendar year), all accrued but unpaid interest outstanding as at that date shall be capitalized and added to the outstanding principal balance of the relevant Tranche. With effect from the Capitalization Date, such capitalized interest shall form part of the outstanding principal and shall bear interest accordingly in subsequent periods.

6.3. For the avoidance of doubt, for the purpose of calculating interest accruing during any month, any repayments made during that month shall be deemed to have occurred at the end of that month.

7. REPAYMENT AND PREPAYMENT

7.1. The Facility is repayable on demand by the Lender. The Lender may at any time, by written notice to the Borrower, require repayment of all or part of the outstanding principal, together with accrued interest thereon.

7.2. The Borrower shall repay the amount specified in any demand made under Clause 7.1 within sixty (60) Business Days of receipt of such notice, or such longer period as may be specified in the relevant notice.

7.3. The Borrower may, at any time and from time to time, prepay all or part of the outstanding principal under the Facility without penalty or premium.

7.4. Unless and until a demand has been made under Clause 7.1 or an Event of Default has occurred, amounts repaid may be re-borrowed by the Borrower, provided that the aggregate outstanding principal amount under the Facility shall not exceed the Facility Amount.

7.5. All payments by the Borrower under this Agreement shall be made to the Lender Account in USD (or such other currency as may be agreed in writing between the Parties) by wire transfer for same-day value in immediately available funds.

7.6. Where the day on which a payment falls due is not a Business Day, that payment shall be made on the next succeeding Business Day.

8. COVENANTS

8.1. The Borrower covenants that, as long as any sum remains payable under this Agreement, it will promptly notify the Lender in writing on becoming aware of:

(a) any Event of Default or any event which may become an Event of Default; and

(b) any material adverse event which may prevent the Borrower from complying with any of its obligations under this Agreement.

9. EVENTS OF DEFAULT

9.1. Each of the events set out in this Clause is an Event of Default:

(a) Non-payment: The Borrower does not pay any amount payable under this Agreement on its due date and in the currency and manner specified in this Agreement, unless payment is made within five (5) Business Days of that due date.

(b) Non-compliance usage of the Loan: The Borrower does not use the Loan as per Clause 3 hereof.

(c) Other Obligations: The Borrower fails to comply with any provision of this Agreement (other than Clause 7.2), unless that failure is remedied within ten (10) Business Days following the Lender's request to remedy it.

(d) Reorganization Measures or Winding-up Proceedings: Reorganization Measures or Winding-up Proceedings are undertaken in relation to the Borrower or its assets, or action is taken against the Borrower for fraudulent conveyancing.

(e) Creditor's Process: Any attachment, expropriation, sequestration, distress, execution or encumbrance which affects any of the Borrower's assets and is not discharged within thirty (30) Business Days.

(f) Material Adverse Change: Any material adverse change in the Borrower's business, assets or financial situation which affects its ability to comply with any or all of its obligations under this Agreement.

9.2. If an Event of Default has occurred, the Lender may, by written notice to the Borrower, declare that all or part of any amount outstanding under this Agreement is immediately due and payable.

10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

10.1. The Borrower represents and warrants, on the date of this agreement and on the date on which the Loan is drawn down under clause 4, that:

(a) all necessary corporate and other action has been taken to authorize it to enter into this agreement and perform the transactions contemplated in it;

(b) no limit on its powers or those of its officers will be exceeded as a result of any drawing made pursuant to this agreement; and

(c) its obligations under this agreement are legal, valid, binding and enforceable.

(d) The Borrower shall not incur or permit to subsist any material financial indebtedness which would reasonably be expected to adversely affect its ability to perform its payment obligations under this Agreement.

(e) The Borrower's payment obligations under this agreement rank at least pari passu with all existing and future unsecured and unsubordinated obligations (including contingent obligations), except for those mandatory preferred by law applying to companies generally.

(f) Without the prior written consent of the Lender, for so long as any amount remains outstanding under this Agreement, the Borrower shall not:

(i) create, or permit to subsist, any Security on or over any of its assets; or

(ii) sell, transfer or otherwise dispose of any of its assets on terms whereby such asset is or may be leased to or re-acquired or acquired by it; or

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect.

10.2. The Borrower undertakes to deliver to the Lender, on the date hereof, a certified copy of any evidence of corporate authorization required by the Lender, in form and content acceptable to the Lender.

11. REPRESENTATIONS AND WARRANTIES OF THE LENDER

11.1. The Lender hereby represents and warrants to the Borrower that:

(a) the Lender is a natural person with full legal capacity to enter into this Agreement and to perform his obligations under it;

(b) execution, delivery and performance by the Lender of this Agreement do not breach any provision of any Applicable Law, regulation, rule or order of any Governmental Authority applicable to the Lender;

(c) the Lender has full legal capacity, power and authority to enter into this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation of the Lender in accordance with its terms.

11.2 If after the signing of this Agreement the Lender shall become aware that any of the warranties was untrue or incorrect, it shall immediately notify the Borrower in writing as soon as practicable setting out full details of the matter, enclosing copies of the relevant documentation.

12. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

12.1. No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorized representative).

12.2. A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.3. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Lender shall be effective unless it is in writing.

12.4. The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

13. SEVERANCE

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such deemed modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any deemed modification or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the remainder of this agreement.

14. TRANSFER

Neither party may transfer all or any of its rights or obligations under this agreement without the prior written consent of the other.

15. NOTICES

15.1. Any notice or other communication given to a party under or in connection with this agreement shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid post or other delivery service;
- (c) sent to:
 - (i) the Borrower at:

Address: Groot Kwartierweg 10, Livestrong Building, Willemstad, Curaçao

Email: Finance@maincard.io

- (ii) the Lender at:

Address: 211 Oceano, Irvine, CA, 92602, USA

Email: Val@maincard.io

or to such other address as is notified in writing by one party to the other from time to time.

15.2. Any notice or other communication given by either party shall be deemed to have been received:

- (a) if delivered by hand, at the time when it is left at the relevant address;
- (b) if sent by pre-paid next working day post or another next working day delivery service, on the second Business Day after sending;
- (c) if sent by email when received in legible form.

A notice or other communication given as described in Clause 15.2(b) or Clause 15.2(c) on a day that is not a Business Day, or after normal business hours, in the place where it is received, shall be deemed to have been received on the next Business Day.

16. COUNTERPARTS

16.1. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

16.2. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

16.3. No counterpart shall be effective until each party has executed at least one counterpart.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. This Agreement and the relationship of the Parties shall be governed by and construed in accordance with the laws of Curaçao, without regard to conflicts of law principles.

17.2. The Parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, promptly through negotiation between the Parties or their duly authorised representatives.

Either Party may initiate such negotiation by delivering written notice to the other Party describing the dispute in reasonable detail.

17.3. If the dispute is not resolved within thirty (30) calendar days of delivery of the notice referred to in Clause 17.2, or such longer period as the Parties may agree in writing, either Party may submit the dispute to the competent courts of Curaçao.

17.4. The Parties irrevocably agree that the competent courts of Curaçao shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

THE LENDER

Signed by:



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Valerii Makovetskii

THE BORROWER



Director of STRIVE Solutions NV
eMoore N.V.

Signed on this April 21st, 2026
with effect as from October 28, 2025



I the undersigned hereby certify that this document
is a true copy of the original document which I have
seen and verified today the 21 | 04 | 2026

Certifier's Name: Seyed Navid Zahedi
Certifier's Profession: Attorney at law
Phone: + 59996643133 | Address: Hydraweg 3, Curaçao
Email: navid@advocatenkantoor-zahedi.com
Signature:

