

LOAN AGREEMENT No. 011124/HB-FU**Willemstad****01/11/2024**

HighBet B.V., a company, duly incorporated under the laws of Curacao, registered address at Abraham Mendez Chumaceiro Blvd.03, Willemstad, Curacao, represented by its Managing Director Mr. Andrii Zabiaka, acting on the basis of the Charter (hereinafter referred to as the "Borrower") on the other hand,

and

Favorit United N.V., a company, duly incorporated under the laws of Curacao, registered at Abraham Mendez Chumaceiro Blvd.03, Willemstad, Curacao, represented by Managing Director Mr. Vedran Frelj, acting on the basis of the Charter, (hereinafter referred to as the "Lender") on the other hand,

Jointly referred as the Parties have concluded the present Loan Agreement No. 011124/HB-FU (hereinafter referred to as "the Agreement") on the following:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Lender grants a money loan to the Borrower in the amount of **50 000 EUR (fifty thousand Euro 00 cents)** to expand the business activity of the Borrower (hereinafter referred to as the "Loan Amount" or "Loan") and the Borrower shall repay the Loan Amount and pay the interest under the terms of this Agreement.

1.2. The amount of loan may be payable either in EUR or USD, however in case the payment is proceeded in USD the total sum in EUR shall be converted into USD in accordance with the currency exchange rate as per day of payment.

1.3. For granting the Loan the Borrower shall pay the Lender an annual interest at 2 (two) percent (%) and with reference to the amount of loan granted.

1.4. The Interest shall be accrued daily and shall be calculated on the basis of the actual number of days elapsed in a 365 day year starting from the day following the drawdown date until the loan repayment date (the day of repayment is included in the interest period). The interest shall be paid together with the outstanding Loan Amount on repayment date.

1.5. The interests accrued on the Loan Amount, as set out in clause 1.3. hereof should be accrued from the first drawdown date and until the date when the Loan amount is repaid.

2. PROCEDURE OF EXTENSION OF LOAN AND RETURN THE LOAN AMOUNT

2.1. The Loan Amount shall be provided by the Lender according to the Borrower's written notice.

2.2. The drawdown date is the date when the Loan Amount is credited to the Borrower's bank account specified hereunder. The Lender shall pay the Loan Amount on the account of the Borrower.

Bank details of the Borrower:

Bank Name: NexPay, UAB

Bank Address: Sporto g. 7A, Vilnius, Lithuania

Account number: LT793080020000002102

SWIFT: NEUALT21

2.3. The outstanding Loan Amount and the interest due shall be repaid by the Borrower within **12 (twelve) months** from the date of drawdown.

2.4. Subject to the prior written consent of the Lender the Borrower may to repay the Loan Amount in one-off payment or in installments.

2.5. The Borrower may prepay the Loan without penalty. The Borrower shall notify the Lender on such prepayment 10 (ten) calendar days in advance.

2.6. The Loan is deemed to be repaid on the date the full outstanding Loan amount is transferred to the Lender's bank account specified hereunder.

Bank details of the Lender:

Bank name SatchelPay UAB

Bank address Geležinio vilko g. 18A, LT-08104, Vilnius, Lithuania

IBAN LT21306000007094168

SWIFT BIC STUALT21

Beneficiary name Favorit United N.V.

2.7. Written confirmation on the transactions made hereunder issued by the Bank of each Party is deemed to be the proper evidence of the fulfillment of such Party's obligations under this Agreement.

3. PARTIES' RIGHTS AND OBLIGATIONS

3.1. The Lender undertakes to provide the Borrower with the Loan as set out in clause 2.1. hereof.

3.2. The Borrower undertakes to repay the Loan to the Lender in accordance with the terms of this Agreement.

3.3. Within the validity period of this Agreement, the Parties agree to inform each other in writing about any adopted resolutions which could affect the execution of the Parties' obligations under this Agreement within 15 (fifteen) working days from the moment of adoption of the relevant resolutions by the authorized managing bodies of the Parties.

4. RESPONSIBILITY OF THE PARTIES

4.1. For the nonperformance or the improper performance of the Parties' obligations under this Agreement, the Parties are liable in accordance with the present Agreement.

4.2. If, for any reason whatsoever, any of the following events shall occur and be continuing:

- a) the Borrower fails to pay when due any sum payable by it pursuant to this Agreement; or
- b) any representation or warranty made by the Borrower in or pursuant to this Agreement is, or proves to be untrue or incorrect in any respect when made or deemed to be repeated; or
- c) winding up of the Borrower, administrator or other official or creditors' representative is appointed in respect of the Borrower, or the Borrower becomes insolvent for the purposes of any law, or ceases or threatens to cease to carry on all or a substantial part of its business then the Lender may, by notice to the Borrower, terminate the obligations of the Lender hereunder, whereupon the same shall be so terminated, and/or may declare the Loan Amount and all other amounts payable hereunder immediately due and payable, whereupon the same shall become immediately due and payable unless otherwise agreed by the Parties in writing.

5. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

5.1. The Parties hereby represent and warrant that each Party:

- a) is a legal entity duly organized and validly existing under the laws and has full power and authority to enter into, and perform all its obligations under, this Agreement;
- b) all consents, licenses, approvals and authorizations required in connection with this Agreement and the transactions contemplated hereby have been obtained and are in full force and effect;
- c) the entry into and performance by the Parties of this Agreement does not and will not violate in any respect:
 - any law or regulation of any governmental or official authority or body, or
 - the constitutional documents, or
 - any agreement, contract or other undertaking to which the Borrower or the Lender is a party or which is binding on the Borrower or the Lender any of their assets.



5.2. The Borrower hereby warrants that no action, suit, proceeding, litigation or dispute against the Borrower is currently taking place or pending or, to the Borrower's knowledge, threatened nor is there subsisting any judgment or award given against the Borrower before any court, board of arbitration or other body which, in either case, could or might result in any material adverse change in the business or condition (financial or otherwise) of the Borrower.

6. NOTICES

6.1. Except as otherwise provided for in this Agreement, all notices or other communications under or in respect of this Agreement to either party hereto shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when dispatched (in the case of facsimile) to such party addressed.

6.2. A written notice includes a notice by telex or facsimile. A notice or other communication received on a non-working day or after business hours in the place of receipt shall be deemed to be served on the next following working day in such place.

7. GOVERNING LAW AND JURISDICTION

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

7.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including in relation to its performance, breach, termination or invalidity, shall be resolved by negotiations between the Parties. In a case a failure to settle disputes, matters, etc. through negotiations, the above-mentioned disputes shall be settled in the respective court under the legislation of Curacao.

8. MISCELLANEOUS

8.1. This Agreement comes in effect from the date of signing by both Parties.

8.2. No delay or omission on the part of the Lender in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or be construed as a waiver thereof or of any other right, power or remedy.

8.3. If any one or more of the provisions in this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

8.4. The Borrower and the Lender have the right to conclude any additional agreements with a view to make alterations to this Agreement. Such additional agreements will be an integral part of this Agreement when such additional agreements are duly signed by the Borrower and the Lender.

8.5. This Agreement is executed 2 (two) originals, each Party receiving one original.

9. PARTIES SIGNATURES

LENDER

Favorit United N.V.

Company Reg. No.: 121466

Abraham Mendez Chumaceiro Blvd.03,
Willemstad, Curacao

Managing Director

Mr. Vedran Frelih

/Signature



[Handwritten signature of Mr. Vedran Frelih]

BORROWER

HighBet B.V.

Company Reg. No.: 148202

Abraham Mendez Chumaceiro Blvd.03,
Willemstad, Curacao

Managing Director

Mr. Andrii Zabiaka

/Signature

