

SHAREHOLDER LOAN
AGREEMENT

Lender	Naveen Kanthilal Jain (UBO)
Borrower	Plus Gaming N.V.
Loan Amount	EUR 75,000
Interest Rate	2% per annum
Loan Term	3 years from the Drawdown Date
Governing Law	Laws of Curaçao
Date	June 19, 2026

Private and Confidential — Not for distribution



Deepak
5/8/26

SHAREHOLDER LOAN AGREEMENT

This Shareholder Loan Agreement (this “Agreement”) is entered into on June 19, 2026 (the “Effective Date”).

BETWEEN

(1) THE LENDER	NAVEEN KANTHILAL JAIN KANTHILAL JAIN MANIKACHAND JAIN an individual of Indian nationality, holding Passport No. S0825179, and the ultimate beneficial owner of the Borrower (the “Lender”);
(2) THE BORROWER	PLUS GAMING N.V. a company incorporated in Curaçao under Registration No. 174705, having its registered office at Hanchi Snoa 19 Trias Building, Curaçao (the “Borrower”);

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

RECITALS

- The Lender is the ultimate beneficial owner of the Borrower.
- The Borrower is a company incorporated in Curaçao and has applied for a B2B Supplier License from the Curaçao Gaming Authority (the “CGA”).

The Borrower requires funding to meet its initial capitalisation, regulatory application costs, and working capital requirements in connection with its incorporation and licence application (the “Project”).

The Lender has agreed to advance funds personally to the Borrower on the terms and conditions set out in this Agreement, to enable the Borrower to fund the Project.

1. Definitions and Interpretation

In this Agreement, the following terms have the meanings set out below:

- “Business Day” means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general business in Curaçao.
- “Drawdown Date” means the date on which the Loan Amount is transferred by the Lender to the Borrower’s designated bank account in accordance with Clause 3.
- “Loan Amount” means EUR 75,000 (Euros seventy-five thousand).
- “Maturity Date” means the date falling three (3) years after the Drawdown Date.
- “Purpose” has the meaning given in Clause 2.
- “Repayment Date” means the Maturity Date, unless earlier repayment is made pursuant to Clause 6.

Purpose

The Borrower shall use the Loan Amount exclusively for the purpose of funding its initial capitalisation, regulatory application costs, and working capital requirements in connection with its application for and operation under a B2B Supplier License issued by the Curaçao Gaming Control Board (the “Purpose”). The Borrower shall not apply the Loan Amount for any other purpose without the prior written consent of the Lender.

**3. Drawdown**

Subject to the terms of this Agreement, the Lender shall transfer the Loan Amount to the Borrower's designated bank account within five (5) Business Days of the Effective Date, or on such other date as the Parties may agree in writing. The Borrower shall confirm receipt of the Loan Amount in writing within three (3) Business Days of the Drawdown Date.

4. Interest

The Loan Amount shall bear interest at a nominal rate of two (2) % per annum, calculated on the outstanding principal balance on a simple interest basis from the Drawdown Date until full repayment. Accrued interest shall be payable annually in arrears on each anniversary of the Drawdown Date, or, at the Lender's election, may be capitalised and added to the outstanding Loan Amount and repaid together with the principal on the Maturity Date. The Parties acknowledge that the rate of interest specified in this Clause is a nominal commercial rate intended to reflect the genuine debt character of this Agreement.

5. Repayment

The Borrower shall repay the full outstanding Loan Amount, together with any accrued and unpaid interest, to the Lender on or before the Maturity Date, being three (3) years from the Drawdown Date. Repayment shall be made by bank transfer to such account as the Lender shall designate in writing. All payments under this Agreement shall be made in Euros (EUR). The Borrower may make partial repayments of principal and/or interest at any time prior to the Maturity Date without penalty.

6. Early Repayment

The Borrower may repay the Loan Amount, together with any accrued interest, in whole or in part at any time prior to the Maturity Date without penalty or premium. The Borrower shall give the Lender not less than [5] Business Days' prior written notice of any intended early repayment, specifying the amount to be repaid and the proposed repayment date.

7. Representations and Warranties

Each Party represents and warrants to the other as at the Effective Date and as at the Drawdown Date that:

- 7.1. it has the power and authority to enter into and perform its obligations under this Agreement;
- 7.2. this Agreement constitutes legal, valid, and binding obligations on it, enforceable in accordance with its terms;
- 7.3. the entry into and performance of this Agreement does not violate any applicable law, regulation, order, or agreement binding on it; and
- 7.4. no event of default or potential event of default has occurred and is continuing.

8. Borrower's Undertakings

The Borrower undertakes that, from the Effective Date until all amounts outstanding under this Agreement have been repaid in full, the Borrower will:

- 8.1. apply the Loan Amount solely for the Purpose and not divert any part of the funds to any other use without the Lender's prior written consent;
- 8.2. maintain proper books and records evidencing the receipt and application of the Loan Amount;
- 8.3. promptly notify the Lender of any event which could reasonably be expected to affect the Borrower's ability to repay the Loan Amount on the Maturity Date; and
- 8.4. cooperate with any regulatory enquiry or audit relating to this Agreement, including providing copies of this Agreement to the CGA or any other competent authority upon request.

9. Subordination

The Lender agrees that its rights under this Agreement shall, if and to the extent required by the CGA or any other competent regulatory authority, be subordinated to the claims of the Borrower's trade creditors and any obligations owed by the Borrower to its Operator clients, content suppliers, or regulatory bodies, for so long as the Borrower holds a Supplier License issued by the CGA. The Lender shall execute such further documentation as may reasonably be required to give effect to this Clause.

10. Events of Default

Each of the following constitutes an event of default (each an "Event of Default"):

- 10.1. the Borrower fails to repay the Loan Amount or any accrued interest on the Maturity Date and such failure continues for more than [10] Business Days;
- 10.2. the Borrower applies any part of the Loan Amount for a purpose other than the Purpose without the Lender's prior written consent;
- 10.3. any representation or warranty made by the Borrower in this Agreement proves to have been incorrect or misleading in any material respect when made; or
- 10.4. the Borrower becomes insolvent, is declared bankrupt, or has its Supplier License revoked by the CGA.

Upon the occurrence of an Event of Default, the Lender may, by written notice to the Borrower, declare the Loan Amount and all accrued interest immediately due and payable, subject always to Clause 9 (Subordination).

11. Confidentiality

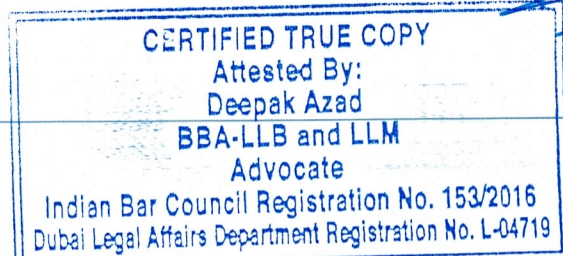
Each Party shall keep the terms of this Agreement confidential and shall not disclose them to any third party without the prior written consent of the other Party, except: (a) to the extent required by applicable law or regulation; (b) to the CGA or any other competent regulatory authority in connection with the licensing of the Borrower; (c) to professional advisers bound by professional duties of confidentiality; or (d) to the extent the information is or becomes publicly available other than through breach of this Clause.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Curaçao. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by the competent courts of Curaçao, or by arbitration under such rules as the Parties may agree in writing.



Naveen Kanthilal Jain / Plus Gaming



13. General Provisions

- 13.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings.
- 13.2 Amendments: No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
- 13.3 Waiver: No failure or delay by a Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof.
- 13.4 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 13.5 Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid.
- 13.6 Notices: All notices under this Agreement shall be in writing and delivered by email or courier to the addresses of the Parties as notified to each other from time to time.

EXECUTION

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

<u>Lender</u>	<u>Borrower</u>
	
Name: Naveen Kanthilal Jain	Name: Ecorpp Management N.V.
Date: June 19, 2026	Title: Statutory Director For and on behalf of PLUS GAMING N.V.

CERTIFIED TRUE COPY
Attested By:
Deepak Azad
BBA-LLB and LL.M
Advocate
Bar Council Registration No. 153/2016
Legal Affairs Department Registration No. L-04719




5/8/26