

SHAREHOLDER CREDIT FACILITY AGREEMENT

Ninja Technologies B.V.

This **Shareholder Credit Facility Agreement** (the "**Agreement**") is made and entered into on 15 July 2025 (the "**Effective Date**"), by and between:

(1) **Mr. Omer Faruk Ates**, a Turkish national holding passport No. U25924214 (also holding Commonwealth of Dominica passport No. RA105812), residing at Ahmad Saleh Shibley, Cluster-38 Villa-1, 393 Jumeirah Island, Dubai, United Arab Emirates (hereinafter referred to as the "**Lender**"); and

(2) **Ninja Technologies B.V.**, a private limited liability company (besloten vennootschap) incorporated under the laws of Curaçao on 11 June 2025, registered with the Curaçao Chamber of Commerce under number 170874, having its statutory seat at Dr. M.J. Hugenholtzweg 25, Curaçao, duly represented by its statutory director Virae Management B.V. (Curaçao CoC No. 141246) (hereinafter referred to as the "**Borrower**").

The Lender and the Borrower are hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS

(A) The Lender is the sole Ultimate Beneficial Owner of the Borrower, holding one hundred per cent (100%) of the Borrower's issued and outstanding share capital.

(B) Since incorporation, the Borrower has required working-capital funding to meet its operational and administrative expenditure, including corporate services, professional advisory fees and other legitimate business expenses.

(C) Such funding has been, and shall continue to be, provided by the Lender on an as-needed basis, either (i) by way of direct deposits into the Borrower's bank account or (ii) by way of direct payment by the Lender of invoices addressed to, or otherwise owed by, the Borrower.

(D) The Parties enter into this Agreement in order to document, on arm's-length terms, the shareholder credit facility arrangement between them.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set out below, the Parties hereby agree as follows:

1. Definitions. In this Agreement, unless the context requires otherwise:

1.1 "Borrowed Amount" means the aggregate amount of any sum or sums paid, advanced, deposited or otherwise settled by the Lender, directly or indirectly, on behalf of or for the benefit of the Borrower from time to time during the term of this Agreement, in each case as evidenced by supporting documentation (including, without limitation, bank transfer confirmations, invoices, receipts or accounting entries reflecting such payments).

1.2 "Facility" means the shareholder credit facility made available by the Lender to the Borrower under and subject to the terms of this Agreement.

1.3 "Facility Limit" has the meaning given to it in Clause 2.2.

1.4 "Outstanding Amount" means, at any time, the aggregate Borrowed Amount then outstanding, together with all accrued and unpaid interest thereon and any other amounts due and payable by the Borrower to the Lender under this Agreement, after giving effect to any repayments made pursuant to this Agreement.

2. The Facility.

2.1 Subject to the terms of this Agreement, the Lender agrees to make available to the Borrower a shareholder credit facility on a revolving basis. Each Borrowed Amount, upon being paid or advanced by the Lender in accordance with Clause 1.1, shall constitute a loan by the Lender to the Borrower and shall be subject to the terms and conditions of this Agreement.

2.2 The aggregate Borrowed Amount outstanding at any time shall not exceed EUR 450,000 (in words: Four Hundred and Fifty Thousand Euro) (the "Facility Limit"). The Lender and the Borrower may, by written agreement, increase the Facility Limit at any time.

2.3 The Parties acknowledge that certain drawings under the Facility may have occurred prior to the Effective Date. Any such drawings, upon execution of this Agreement, shall be deemed to be Borrowed Amounts advanced under, and governed by, the terms of this Agreement.

3. Purpose. The Facility shall be used by the Borrower exclusively to fund its working-capital and operational requirements, including corporate services, professional advisory fees and other legitimate business expenses incurred in connection with the Borrower's activities as a B2B online casino game studio.

4. Interest. The Borrowed Amount shall bear interest at a fixed rate of two and a half per cent (2.50%) per annum, calculated daily on the outstanding Borrowed Amount and capitalised annually to the outstanding balance. The Parties acknowledge that the interest rate has been set on arm's-length terms having regard to the shareholder nature of the financing, the absence of security or third-party guarantee, and the subordination described in Clause 6.

5. Term and Repayment.

5.1 The Outstanding Amount shall be repayable in full on the date falling five (5) years from the Effective Date (the "Maturity Date").

5.2 The Borrower may, at its sole discretion, repay the whole or any part of the Outstanding Amount at any earlier time out of its operating cash flow, provided that (i) the Borrower will remain able to meet its liabilities to third-party creditors as they fall due immediately following such repayment, and (ii) not less than five (5) business days' prior written notice of any partial or full prepayment is given to the Lender.

5.3 Any repayment made by the Borrower to the Lender shall be applied first towards any accrued and unpaid interest and thereafter towards the outstanding Borrowed Amount.

6. Subordination. The Outstanding Amount is expressly subordinated in right of payment to all present and future obligations of the Borrower owed to its operating creditors and to any regulatory authority. In the event of insolvency, liquidation, dissolution or winding-up of the Borrower, no payment shall be made in respect of the Outstanding Amount until all such prior-ranking obligations have been paid in full.

7. No Security. The Facility is unsecured. The Lender shall not be entitled to demand or receive any security, guarantee or other credit support from the Borrower or from any third party in respect of the Facility.

8. Representations and Warranties. Each Party represents and warrants to the other that (i) it has the full legal capacity, power and authority to enter into and perform this Agreement, (ii) this Agreement constitutes its legally binding obligations enforceable in accordance with its terms, and (iii) the execution and performance of this Agreement does not conflict with any law, regulation or agreement to which it is a party.

9. Source of Funds — AML/CFT. The Lender represents and warrants that the funds advanced under this Agreement have been generated exclusively through lawful means. The Lender undertakes to provide, upon reasonable request, any additional information or documentation required to evidence such lawful source of funds.

10. Records. The Borrower shall maintain accurate accounting records of each drawing under the Facility, the resulting Borrowed Amount, and of any repayment made hereunder. The Lender and the Borrower shall periodically reconcile such records and, on request, either Party shall be entitled to inspect the records of the other in respect of the Facility.

11. Acceleration. The Outstanding Amount shall immediately become repayable to the Lender, without demand, if the Borrower (i) commits an act of bankruptcy, becomes insolvent or enters into any arrangement with its creditors, or (ii) fails to observe or comply with any material covenant, condition or obligation under this Agreement and such failure remains uncured for thirty (30) days following written notice thereof from the Lender. The Borrower shall give immediate written notice to the Lender upon becoming aware of the occurrence of any such event.

12. Amendments and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

13. Assignment. The Borrower shall not be entitled to assign the benefit or any part of the benefit of this Agreement without the prior written consent of the Lender. This Agreement is binding on the Parties, their respective successors and permitted assigns.

14. Notices. Any notice required to be given under this Agreement shall be given in writing and shall be delivered by hand, by courier or by email to the addresses set out at the head of this Agreement (or such other address as either Party may notify to the other in writing from time to time).

15. Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of Curaçao. The Parties irrevocably submit to the exclusive jurisdiction of the competent courts of Curaçao in respect of any dispute arising out of or in connection with this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the Effective Date first written above.

THE LENDER



Mr. Omer Faruk Ates

Ultimate Beneficial Owner

Date: 15/07/2025

Place: Dubai, United Arab Emirates

THE BORROWER

Ninja Technologies B.V.

duly represented by its statutory director

Virae Management B.V.

Statutory Director

Name of authorised signatory: _____

Date: 15/07/2025

Place: Willemstad, Curaçao