

LOAN AGREEMENT No. 08/10/2024

This loan agreement, hereinafter referred to as the “**Agreement**”, is made on 8th October 2024 by and between

WINEVER B.V., a company created, registered and existing under the laws of Curaçao, with registration number 162015, having its registered office address at Abraham de Veerstraat 9, Willemstad, Curaçao, hereinafter referred to as the “**Lender**”,

and

KALLILA N.V., a company created, registered and existing under the laws of the Curaçao, with registration number 163871, having its registered office address at Schout bij Nacht Doormanweg 40, Curaçao, hereinafter referred to as the “**Borrower**”,

Lender and Borrower, hereinafter each referred to as the “**Party**” and collectively as the “**Parties**”,

the Parties have agreed as follows:

1. LOAN

1.1. Loan. Subject to the terms and conditions set forth herein, the Lender agrees to lend to the Borrower **100,000.00 Euro (one hundred thousand Euro)** (the “**Loan**”).

1.2. Purpose. The Borrower shall use the Loan to replenish its working capital.

1.3. Conditions of Loan disbursement. The Lender shall provide the Loan according to the Clause 2 hereof provided that:

1.3.1. the warranties and representations of the Parties set forth in Clause 5 are true and complete; and

1.3.2. the Borrower keeps performing all of its obligations under Clause 5.

1.4. Fees and expenses. All costs of transfer of the principal of the Loan to the Borrower shall be borne by the Lender. All costs of repayment of the Loan and accrued interest shall be borne by the Borrower.

2. DISBURSEMENT

2.1. The Loan may be provided in parts upon drawdown requests of the Borrower within the stipulated amount of the Loan as agreed with the Lender.

2.2. The Loan or any portion thereof shall be transferred by the Lender by wire transfer into the account of the Borrower as may be communicated by the Borrower to the Lender.

3. TERM, REPAYMENT

3.1. Term of the Loan. The Loan or any part thereof may be provided for the period starting from the date of signing of the present Agreement and shall become due and repayable by **7th October 2026** (the “**Repayment Date**”), the date inclusive.

3.2. Repayment. The Loan and Interest (as such term is defined below) accrued thereon and any other amounts owed hereunder shall be repaid in full by the Repayment Date without any additional request or invoice.

3.3. If any payment due hereunder is required to be made on a day, which is not a business day, such payment shall be made on the next business day.

3.4. All repayments shall be in Euro.

4. INTEREST

4.1. Interest. The Loan shall be interest-free and no interest shall accrue on the principal amount of the Loan.

4.2. Repayment of Interest. The Borrower shall repay the principal amount of the Loan on the respective Repayment Date without any obligation to pay interest.

4.3. Prepayment. The Borrower shall have the right to early repay at any time, without penalty, any outstanding principal amount of the Loan. Since the Loan is interest-free, no additional payments will be required upon early repayment.

5. WARRANTIES AND REPRESENTATIONS OF THE PARTIES

5.1. Representations of the Borrower. The Borrower hereby guaranties to the Lender, subject to the requirements and limitations provided in the Agreement that, unless disclosed otherwise in the Agreement, the statements set forth hereinafter are complete and correct as of the execution of the Agreement:

- 5.1.1. The Borrower has been duly established under the laws of its jurisdiction of incorporation. The Borrower exists lawfully;
- 5.1.2. This Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable under the laws of Curaçao against the Borrower in accordance with its terms and conditions. The Borrower has the full power and authority to enter into this Agreement, execute all other documents to be delivered by the Borrower pursuant to this Agreement, perform its obligations hereunder, and consummate the transactions contemplated herein;
- 5.1.3. The execution, delivery and performance of the Agreement and the consummation of the transaction contemplated hereby (i) will not conflict with or constitute a breach of any lien upon any property or assets of the Borrower pursuant to, any contract, indenture, mortgage, loan agreement, lease or other instrument or document, to which the Borrower is a party or by which it may be bound, or to which any of the property or assets of the Borrower is subject, and such action will not result in any violation of the provisions of the statutory documents and bylaws of the Borrower or any applicable law, treaty, order, rule, regulation or determination of any arbitrator, court or governmental body or agency having jurisdiction over it or any of its respective properties, and (ii) will not require the authorization, approval, or consent by, or any notice to or filing with, any third party;

5.1.4. The Borrower is not aware of any situation which the Borrower reasonably believes would give rise to the assertion against the Borrower of any material liability, or a default under any agreement of the Borrower, or obligation, other than obligations incurred by it in the ordinary course of business and consistent with past practice; and

5.1.5. 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.

5.2. Representations of the Lender. The Lender hereby guaranties to the Borrower, subject to the requirements and limitations provided in the Agreement that, unless disclosed otherwise in the Agreement, the statements set forth hereinafter are complete and correct as of the date of signing:

5.2.1. This Agreement constitutes the legal, valid, and binding obligation of the Lender, enforceable under the laws of Curaçao against the Lender in accordance with its terms and conditions. The Lender has the full power and authority to enter into this Agreement, execute all other documents to be delivered by the Lender pursuant to this Agreement, perform its obligations hereunder, and consummate the transactions contemplated herein; and

5.2.2. The execution and performance of the Agreement (i) will not conflict with or constitute a breach of any encumbrance upon any property or assets of the Lender pursuant to, any contract, indenture, mortgage, loan agreement, promissory note, lease or other instrument, to which the Lender is a party or by which it may be bound, or to which any of the property or assets of the Lender is subject, and such action will not result in any violation of the provisions of the statutory documents and bylaws of the Lender or any applicable law or award of any arbitrator, court or governmental body or agency having jurisdiction over it or any of its respective properties, and (ii) will not require the authorization, approval, or consent by, or any notice to or filing with, any third party.

5.3. The representations and warranties are deemed to be made by the Lender and the Borrower respectively by reference to the facts and circumstances then existing on the date of provision of the Loan and the first day of each calendar quarter.

6. EVENTS OF DEFAULT

6.1. If one or more of the following events of default occurs and continue, the Lender may by notice to the Borrower claim from the Borrower premature repayment of the Loan. The following events shall be deemed events of default:

6.1.1. The Borrower fails to pay any amount within the terms specified by the Agreement;

6.1.2. Any representation or warranty of the Borrower made or deemed to be made in the Agreement is or proves to have been incorrect or misleading in any material respect

when made or deemed to be made;

6.1.3. The Borrower commences a voluntary bankruptcy proceeding concerning itself or an involuntary bankruptcy proceeding is commenced against the Borrower.

6.2. In case of late repayment of the Loan amount within the period specified in the present Agreement, or late compensation for losses specified in the Clause 6.3. of the present Agreement, the Lender shall have a right to claim and the Borrower upon such a claim is obliged to pay the Lender a penalty of 0.05% (zero-point zero five percent) of the amount owed for each calendar day of delay in repayment, including the date of repayment.

6.3. In case of late repayment of the Loan amount within the period specified in the present Agreement, the Borrower undertakes to reimburse the Lender of all losses (real damage, lost profits, as well as fines, penalties, penalties paid by the Lender to tax and of authorized state bodies).

7. SECURITIES

7.1. The Borrower shall not have any obligations to the Lender to secure the Loan.

8. MISCELLANEOUS

8.1. Costs and expenses. The Borrower shall be responsible for paying any and all costs, except for ones stated in Clause 1.4. hereof.

8.2. Entire Agreement – Amendment. The Agreement sets forth the entire understanding of the Parties with respect to its subject matter and may not be waived, modified or terminated, in whole or in part, except by an instrument in writing executed by the Parties.

8.3. Severance. If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under applicable law, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other applicable jurisdiction shall in any way be affected or impaired thereby.

8.4. Confidential Information. No information or documents relating to the Lender or the Borrower, or their respective businesses which has been made available to each other in the course of the preparation and consummation of the Agreement shall be disclosed to any third party or published unless required by applicable laws or regulations. However, this obligation shall not apply to any information that is proven (i) to have been or to have become generally available (public domain), (ii) to have been known to the disclosing Party prior to the disclosure, (iii) to have been independently developed by the disclosing Party, or (iv) to have been received by the disclosing Party from a third party, in each case without breach of any obligation of confidentiality of the Borrower, and without any violation of any obligation of such third party vis-à-vis any Party.

8.5. Force Majeure. Any delay or failure by any Party to perform any of its obligations hereunder will be excused if and to the extent caused by occurrences beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, war (whether declared or not), sabotage, civil strife or commotion, acts by governmental authorities and any

other cause or causes similar to those specified herein, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party (the “Force Majeure”). The Party being under Force Majeure shall immediately inform the other Party in writing about Force Majeure circumstances and shall take all possible measures in order to mitigate the negative consequences caused by Force Majeure. Failure to notify about Force Majeure waives the right of the aggrieved Party to rely on Force Majeure. The event of Force Majeure shall be confirmed by the official document issued by the Chamber of Commerce and Industry of the respective state or any other competent authority. The terms hereunder shall be automatically extended for the period of Force-Majeure. The Parties agree that if the Force Majeure continues over 3 (three) months, the any Party is entitled to terminate the Agreement unilaterally by serving a written notice to the other Party with the immediate effect. In case of termination, the Parties shall be released from responsibility for non-fulfilment of obligations hereunder.

8.6. Consents. The Borrower shall be responsible to obtain, at its cost, any and all consents and permits needed for the validity of the Agreement.

8.7. Notices. Any statement of legal significance, notice, request or other declaration (the “Notice”) in connection with the Agreement shall be made via emails (to be confirmed by letter if requested by the other Party). All Notices to be given by any of the Parties to the others in connection with the Agreement shall be given in writing in English.

8.8. Governing Law, disputes. The Agreement shall be governed by the laws of Curaçao. In the event that any dispute arising out of or in connection with this Agreement cannot be resolved through negotiations within 30 (thirty) days, such dispute shall be referred to and finally resolved by the competent courts of Curaçao.

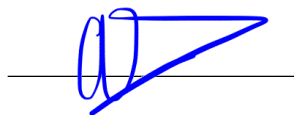
IN WITNESS WHEREOF,
the Parties have executed the Agreement on the day and year first written above.

Lender:
WINEVER B.V



By: Viktors Kolesnikovs
Position: Director

Borrower:
KALLILA N.V.



By: eMagnus Curacao B.V.
Position: Director

10/16/2024