

LOAN AGREEMENT

Place of Contract: Šiauliai, Republic of Lithuania

Date of Contract: January 13, 2021

Alexandr Persijanov, 24.10.1978 year of birth, passport number 37810240488, issuing state (code) LTU, issuing authority code Klaipėda (31), date of issue 17.10.2019, valid till 17.10.2029, residing at Šilutės pl. 10-44, Klaipėda LT-91175, Lietuvos, hereinafter referred to as **"Lender"**, on the one hand, and Zeno Club B.V., a company established under the legislation of Curaçao with the registration number in the Curaçao Commercial Register - 154987, located at E-Commerce Park, 51, Willemstad, Curaçao, represented by Managing Director Denis Kuznecov, hereinafter referred to as the **"Borrower"**, on the other hand, together referred to as the "Parties" and separately as the "Party", have concluded this agreement (hereinafter - the Agreement) on the following:

1. SUBJECT

1.1 Under this Agreement, the Lender transfers to the Borrower on a repayable and returnable basis money in the amount of twenty-four thousand (24,000) Euros (hereinafter - "funds"), and the Borrower undertakes to return the funds to the Lender and to make a payment for providing the money in the manner and on the terms established by hereof.

1.2 Funds under this Agreement are transferred to the Borrower for the purpose of financing of the Borrower's commercial activities.

2. EXECUTION PROCEDURE

2.1 The Lender shall transfer funds to the Borrower's bank account or to the Borrower's account with the payment service provider or by issuing funds by Cash disbursement. The moment of funds transfer is the moment when the Borrower receives the funds.

Deadlines for the transfer of funds:

- The Lender shall transfer the funds to the Borrower not later than January 20, 2021.

2.2 Early repayment of funds by the Borrower is possible.

2.3 The fee for the provision of funds under this Agreement is 0.3% per year of the full funds amount, specified in clause 1.1 of this Agreement.

2.4 The Borrower shall repay the funds and make the payment for provision of funds in any amounts no later than August 20, 2024. Refunds shall be made by the Borrower by transferring money to the Lender's bank account or to the Lender's account with the payment service provider or by depositing money by cash settlement.

3. RESPONSIBILITY OF THE PARTIES

3.1 If the Lender fails to transfer funds to the Borrower within the term, specified in clause 2.1 of this Agreement, the Borrower has the right to terminate the Agreement by notifying the Lender in writing.

3.2 In case of delay in repayment of funds and remittance of payment for provision of funds, the Lender has the right to demand from the Borrower to pay a penalty in the amount of 0.1% of the amount of funds not returned in due term for each day of delay. Payment of the penalty does not exempt from the obligations under hereof.

4. FORCE MAJOR

4.1 The Parties shall be exempt from liability for partial or full failure to perform their obligations under this Agreement if such failure is the result of force majeure arising after the conclusion of this Agreement as a result of extraordinary circumstances, which the Parties could not foresee or prevent.

4.2 Upon the occurrence of the circumstances specified in clause 4.1 hereof, each Party shall notify the other Party in writing without delay. The notification shall contain data on the circumstances, as well as official documents, certifying the existence of these circumstances.

4.3 If a Party fails to give the notice provided for in clause 4.2 hereof in a timely manner, it shall be obliged to reimburse the other Party for the losses it has incurred.

4.4 In the case of the occurrence of the circumstances provided for in clause 4.2 hereof, the term of performance by the Party of its obligations shall be postponed in proportion to the term during which these circumstances and their consequences are in effect.

4.5 If the circumstances provided for in clause 4.2 hereof and their consequences continue to apply for more than two months, the Parties shall hold additional negotiations to identify acceptable alternative methods of execution of this Agreement.

5. PRIVACY

5.1 The terms and conditions of this Agreement and its additional agreements are confidential and shall not be disclosed.

5.2 The Parties shall take all necessary measures to ensure that their employees, agents, assignees do not inform third parties about the details of this Agreement and its annexes without prior consent of the other Party.

6. DISPUTE RESOLUTION

6.1 All disputes that may arise between the parties hereto shall be resolved through negotiations. Claims shall be accepted by the Parties in writing in one of the manner:

6.1.1. by mailing the claim to the other Party's address specified in Section 9 hereof.

6.1.2. by sending a scanned copy of the claim signed by a duly authorized representative of the Party by e-mail to the addresses specified in Section 9 hereof.

6.1.3 The response to the claim shall be sent to the e-mail address within thirty (30) days from the date of receipt of the claim.

6.2 Any dispute shall be finally settled by the court at the Lender's location. All procedural documents shall be transmitted to the parties by email. The language of the arbitration proceedings shall be English. The laws of Lithuania shall apply to the resolution of disputes.

7. TERM AND TERMINATION OF THE CONTRACT

7.1 This Agreement is concluded for a term until the complete performance of the obligations by both Parties.

7.2 The parties have the right to terminate this Agreement by joint written agreement, as well as under the terms and conditions provided for in this Agreement.

8. FINAL PROVISIONS

8.1 This Agreement, as well as any annexes, notices and other correspondence to it signed by authorized representatives of the Parties and sent by the Parties to each other via e-mail, including as scanned copies containing graphic signatures of authorized representatives of the Parties, have and shall remain legally binding.

8.2 This Agreement shall become legally effective upon its signing by the Parties.

8.3 This Agreement has been drawn up in two identical copies, one copy for each Party.

The relations between the parties to this Agreement shall be governed by the laws of Lithuania.

9. ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES

THE LENDER:

Name	Alexandr Persijanov
Address	Šilutės pl. 10-44, Klaipėda LT-91175, Lietuvos
Passport	number 37810240488, issuing state (code) LTU, issuing authority code Klaipėda (31), date of issue 17.10.2019, valid till 17.10.2029
E-mail	Financelt129@gmail.com

THE BORROWER:

Name	Zeno Club B.V.
Address	E-Commerce Park, 51, Willemstad, Curaçao
Reg. Nr.	154987
E-mail	Denis.kuznecov91@gmail.com

**SIGNED ON BEHALF OF
THE LENDER:**

Alexandr Persijanov

**SIGNED ON BEHALF OF
THE BORROWER:**

Denis Kuznecov