

INTEREST-FREE LOAN AGREEMENT

This Interest-free Loan Agreement is entered into on November 23, 2021

BY AND BETWEEN:

MIKHEIL IASHVILI, a physical person with passport number No. 22IA94998, personal No. 01003000830 with registered address at: Georgia, Tbilisi, 2nd Kindzmaraulski lane, building 8d (hereinafter - the "**Lender**") and **Serhii Horbach**, a physical person with passport number No. GB519619, issued on November 22, 2021, personal No. 3419505097 with registered address at: Ukraine, 53304, Dnipropetrovsk region, Pokrov city, Haharina Street, build. 6, apt. 17 (hereinafter - the "**Borrower**") individually referred to as the "**Party**" and together as "**Parties**".

The undersigned agreed to the following:

1. LOAN AMOUNT & INTEREST

1.1 The Lender undertakes to provide a loan in the amount of 200,000 euros (hereinafter referred to as the "Loan") to the Borrower for the purpose of establishing a legal entity to start a business, or for other purposes at the discretion of the Borrower. The Borrower undertakes to repay the principal amount to the Lender, with no interest accruing on any unpaid amounts.

2. PAYMENT

2.1 This Loan will be repaid in full within thirty (30) years from the date of execution of this Agreement.

2.2 At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

2.3 The Parties have agreed that the Lender shall pay directly for the invoices on expenses of the Borrower within the boundaries of the Loan.

3. DEFAULT

3.1 Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may

declare the principal amount owing due under this Agreement at that time to be immediately due and payable.

4. GOVERNING LAW

4.1 This Agreement will be construed in accordance with and governed by the laws of Georgia.

5. COSTS

All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will be paid by the Borrower.

6. BINDING EFFECT

This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

7. AMENDMENTS

This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

8. SEVERABILITY

The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

9. GENERAL PROVISIONS

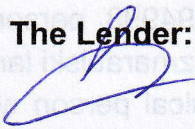
Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and there are no further items or provisions, either oral or otherwise.

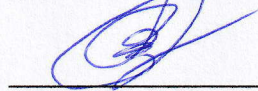
IN WITNESS WHEREOF
the parties have duly affixed their signatures on November 23, 2021.

The Lender:



Mikheil Iashvili

The Borrower:



Serhii Horbach