

LOAN AGREEMENT

This Loan Agreement (the "Agreement") is made and entered into on this 1st day of July, 2025, by and between:

Christos Rialas, holder of a Cyprus Passport with No. L00237892, residing at 1A, Kouriou, 4132, Ypsonas, Limassol, Cyprus (hereinafter referred to as the "Lender"), on one hand;

And

Win Pro Key Ltd, a company duly registered under the laws of Cyprus with registration number HE 450444, having its registered address at Voukourestiou 25, Neptune House, 1st floor, Flat/Office 11, Zakaki, 3045, Limassol, Cyprus (hereinafter referred to as the "Borrower"), on the other hand;

The Lender and the Borrower shall hereinafter be jointly referred to as the "Parties", and each separately, the "Party"

WHEREAS, the Lender is the UBO of the Borrower;

WHEREAS, the Lender agrees to lend the Borrower the principal sum of EUR 10,000 (Ten Thousand Euros) under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LOAN AND ITS PURPOSE

- 1.1. The Lender hereby lends to the Borrower the sum of EUR 10,000 (Ten Thousand Euros) (the "Loan") in accordance with the conditions, terms and agreements set forth herein.
- 1.2. The Parties agree that the Loan is intended for the development of business and shall cover the main activity of the Company, improve profitability, productivity and efficiency of the Company and further reinvest profits in business.
- 1.3. The Loan shall be disbursed in full to the Borrower on this date of this Agreement.

2. INTEREST

- 2.1. The Loan shall be interest – free. No interest shall accrue on the outstanding amount during the term of this Agreement.

3. TERM AND PAYMENTS

- 3.1. The term of the Loan shall be one (1) year from the date of this Agreement.
- 3.2. Payment as of the Loan shall be made by the Lender in EURO via bank transfer to the Borrower's designated bank account as it is referred in schedule A.

Two handwritten signatures in blue ink are present at the bottom right of the document. The first signature is a stylized, cursive mark, and the second signature is more legible, appearing to read 'Mr. Rialas'.

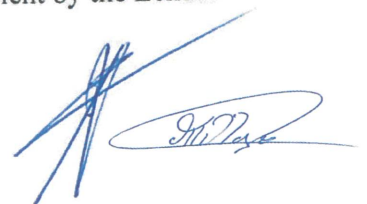
- 3.3.Repayment shall be made by bank transfer to a bank account designated in writing by the Lender or as otherwise agreed between the parties in writing.
- 3.4.The Borrower may prepay the Loan in full or in part at any time without penalty.

4. GOVERNING LAW AND JURISDICTION

- 4.1.This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Cyprus.
- 4.2.Each Party irrevocably agrees that, subject as provided below, the courts of the Republic of Cyprus shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

5. AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

- 5.1.The Borrower has disclosed to the Lender before the Effective date all information relating to the Company and the transaction that is material to be known by a Lender (in the context of a Loan for a similar amount and on terms similar to the Agreement) and the information is accurate and complete in all material respects.
- 5.2.No amendment of this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each Party to it (or its authorized representative).
- 5.3.A waiver of any right or remedy under this Agreement or by law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 5.4.A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement by the Lender shall be effective unless in writing.



5.5. The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

6. SEVERANCE

6.1. If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Agreement.

7. ASSIGNMENT

7.1. Neither Party may assign any of its rights or transfer any of its rights and obligation under this Agreement without the written consent of the other.

8. NOTICES

9.1. Any notice or other communication given to a party under or in connection with, this Agreement shall be:

- (a) in writing;
- (b) delivered by hand by pre-paid first-class post or other next working day delivery service or sent by fax or to any other address or fax number as is notified in writing by one Party to the other from time to time.

9.2. Any notice or other communication given by either party shall be deemed to have been received: (a) if delivered by hand, at the time it is left at the relevant address;

9.3. A notice or other communication given as described in this clause on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

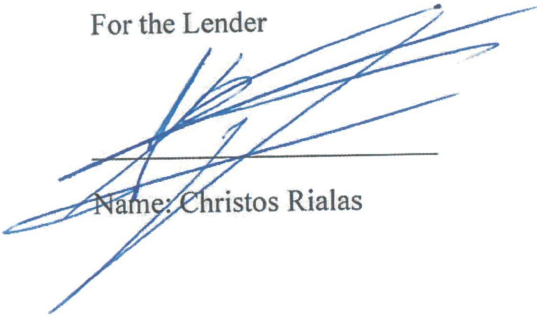


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9. SIGNATURES OF THE PARTIES

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

For the Lender

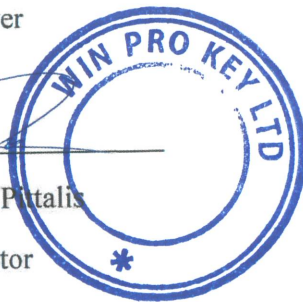


Name: Christos Rialas

For the Borrower



Name: George Pitalis
Position: Director



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SCHEDULE A

Win Pro Key Ltd

Bank account:

IBAN: LT173880010300337347

BIC: GLUALT22XXX

Bank name: Payswix, UAB

Holder name: Win Pro Key Ltd

A handwritten signature in blue ink, consisting of a stylized 'W' followed by a cursive 'P' and 'K'.