

LOAN AGREEMENT

No. 1 of 19 June 2023

This Loan Agreement (the "Agreement") is dated 10 June 2023, by and between:

SOFT BET SOLUTION SRL a company incorporated and registered under the laws of Romania, whose registered office is at Romania, Bucharest, street Ion Campineanu no 11, room 401, Modul "A" space nr. 4.01, floor 4, district 1 with Trade Register number 140/148/2017 fiscal identification code 36899294, as the Lender and

INTERACTIVE BETTING NV a company incorporated and registered under the laws of Curacao, whose registered office at Dr. H. Fergusonweg 1, Curacao, registered at the Trade Register under number 142759, as the Borrowed

hereinafter referred to individually as a "Party" and collectively as "Parties";

The Lender wants to lend to the Borrower and the Borrower desires to borrow from the Lender a loan to finance its investment and other current business activities.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. **The Loan.** The Lender agrees upon the terms and conditions of this Agreement, to loan to the Borrower, and the Borrower agrees to borrow from the Lender, the loan amounting **400.000 euro**, hereinafter the "Loan".

2. **Disbursement.** The Lender agrees to make a full disbursement of the Loan to the Borrower according to the Borrower's needs.

CONTRACT DE IMPRUMUT

Nr. 1 din 19 June 2023

Prezentul Contract de imprumut ("Contractul"), este semnat astazi, 10 June 2023 intre:

SOFT BET SOLUTION SRL societate infintata si inregistrata conform legislatiei din Romania, cu sediul in Romania, Bucuresti, str Ion Campineanu nr. 11, camera 401, Modul „A”, spatiu 4.01, etaj 4, inmatriculata la Registrul Comertului cu 140/148/2017 cod unic de identificare 36899204 ("Imprumutator"), si

INTERACTIVE BETTING NV, societate infintata si inregistrata conform legislatiei din Curacao cu sediul in Dr. H. Fergusonweg 1, Curacao, inmatriculata la Registrul Comertului cu numar de inregistrare 142759, ("Imprumutat")

denumite in continuare individual „Parte” si colectiv ca „Parti”;

Imprumutatorul doreste sa imprumute la Imprumutatul iar Imprumutatul doreste sa imprumute de la Imprumutator un imprumut pentru a-si finanta investitiile si alte activitati curente comerciale.

ASTFEL, Partile intentioneaza sa fie legal obligate, convin dupa cum urmeaza:

1. **Imprumutul.** Imprumutatul este de acord, in termenii si conditiile prezentului Acord, sa imprumute Imprumutatului, iar Imprumutatul este de acord sa imprumute de la Imprumutator, imprumutul pana in suma de **400.000 euro** in continuare „Imprumutul”

2. **Acordare.** Imprumutatorul este de acord sa efectueze o plata imprumutului in functie de **necesitatile Imprumutatului**

3. **Repayment.** The Loan shall be fully repaid by the Borrower to the Lender on or before 20 May 2024, inclusive.

4. **Interest.** This Loan shall bear the interest of **0% per annum.**

5. **Default.** The occurrence of one or more of the following shall constitute a default by the Borrower hereunder, in addition to, but not in limitation of, any events which would cause a default under the other terms and conditions of the Agreement or the applicable legislation:

(a) Default in the payment or performance of any liability or obligation of the Borrower to the Lender;

(b) Borrower's insolvency, appointment of a receiver for all or a part of Borrower's property, the making of any assignment by Borrower for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or upon the issuing of any writ of attachment by trustee process or otherwise or a restraining order or injunction affecting any of the Borrower's property, or admission in writing of any of the above;

(c) The failure of Borrower to perform or to observe any of the provisions of any real estate mortgage, security agreement or other agreement or document now or hereafter evidencing or creating any security for the payment of the loan.

If any Event of Default occurs, all obligations outstanding from the Borrower to the Lender pursuant to this Agreement, shall immediately become due and payable without demand, presentment, protest or other notice of any kind, all of which are hereby expressly waived.

3. **Rambursare.** Imprumutul va fi rambursat integral de catre Imprumutat Imprumutatorului pana la data de 20 mai 2024, inclusiv.

4. **Dobanda.** Acest imprumut se acorda cu o dobanda de **0% pe an.**

5. **Incalcare.** Aparitia a unui sau a mai multor dintre urmatoarele elemente, in plus fata de, dar fara a se limita la, orice evenimente care ar constitui o incalcare in conformitate cu ceilalti termeni si conditii din acord sau din legislatia aplicabila, va constitui o incalcare din partea Imprumutatului:

(a) Intarziere la plata sau neexecutarea oricarei obligatii a Imprumutatului fata de Imprumutator;

(b) Insolvabilitatea Imprumutatului, numirea unui destinatar pentru toate sau o parte din proprietatea Imprumutatului, efectuarea oricarei cesiuni de catre Imprumutat in beneficiul creditorilor sau inceperea oricarei proceduri in baza oricarei legi de faliment sau insolventa de catre sau impotriva Imprumutatului sau emiterea oricarui act de numire a unui tutore prin proces sau in alt mod sau prin ordin de restrictionare sau ordonanta care afecteaza oricare dintre proprietatile Imprumutatului sau admitere in scris a oricareia dintre cele de mai sus.

(c) Neindeplinirea sau nerespectarea oricareia dintre prevederile oricarei prevederi ale ipotecilor imobiliare, a unui contract de garantie, sau a unui alt acord sau document in prezent sau in viitor, care dovedeste sau creeaza o garantie pentru plata imprumutului.

Daca apare vreun eveniment incalcare a obligatiilor, toate obligatiile restante ale Imprumutatului fata de Imprumutator in temeiul prezentului Acord, devin imediate si trebuie platite fara cerere, prezentare, protest sau alta notificare de orice fel, la toate acestea, mod

6. **Waiver.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in so exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any such right.

7. **Severance.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

8. **Assignment.** Neither Party shall be entitled to assign the benefit or burden of any provision of this Agreement without having obtained the prior written consent of the other Party.

9. **Entire Agreement.** Save in the case of fraud or fraudulent concealment, this Agreement supersedes all prior agreements and understandings entered into between the Parties with respect to the subject matter hereof, whether oral or written. All amendments, modifications, additions or supplements to this Agreement shall be effective only if they are in writing and signed by the Parties.

10. **Third Parties.** Nothing in this Agreement will be construed as giving any person or other entity, other than the Parties hereto, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

11. **Counterparts.** This Agreement may be executed in any number of counterparts by the

expres, reenuntandu-se.

6. **Renuntare.** Orice renuntare la, sau consimtamantul de a se indeparta de cerintele oricarei prevederi ale prezentului acord, nu va fi efectiva decat daca este scrisa si semnata de partea care i-a acordat si numai in instanta specifica si in scopul specific pentru care a fost dat. Nicio neexecutare a oricarei parti si nici o intarziere in exercitarea acestuia, niciun drept in temeiul prezentului acord nu va functiona ca o renuntare la acest drept. Niciun exercitiu unic sau partial al vreunui astfel de drept nu va impiedica orice alt sau ulterior exercitarea acestui drept sau exercitarea vreunui astfel de drept.

7. **Continuitatea.** In cazul in care orice prevedere a prezentului acord este considerata ca fiind invalida, ilegala sau neaplicabila in orice privinta, validitatea, legalitatea si aplicabilitatea celorlalte dispozitii nu vor fi afectate.

8. **Cesiunea.** Niciuna dintre Parti nu va avea dreptul sa cesioneze drepturile sau obligatiile vreunei dispozitii din prezentul acord fara sa fi obtinut acordul prealabil scris al celeilalte Parti.

9. **Integralitatea.** Cu exceptia cazului de fraudă sau de disimulare frauduloasa, prezentul acord inlocuieste toate acordurile si intelegerea anterioare incheiate intre parti cu privire la obiectul prezentului document, fie ca sunt verbale sau scrise. Toate modificarile, completarile sau suplimentele la prezentul acord sunt opozabile numai daca sunt scrise si semnate de parti.

10. **Terti.** Nimic din prezentul acord nu va fi interpretat ca oferind oricarei persoane sau altei entitati, in afara de Partile prezentului sau, vreun drept, remediu sau cerere in temeiul sau in legatura cu prezentul acord sau cu orice prevedere a acestuia.

11. **Exemplare.** Prezentul acord poate fi executat in orice numar de exemplare de catre

Parties to it and all the counterparts shall together constitute one and the same instrument.

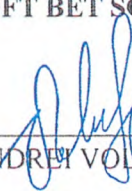
12. **Governing Law.** The governing law of this Agreement (and any dispute arising in connection with it) shall be the laws of Romania.

13. **Amendments.** No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties to this Agreement.

14. **Language.** This Agreement has been drafted in English and Romanian. In case of divergences between the two variants of the contract, the English version will prevail.

IN WITNESS WHEREOF this Agreement was executed by the Parties on the date first above written.

**LENDER / IMPRUMUTATOR
SOFT BET SOLUTION SRL**


ANDREI VOLONTARI, Administrator


Partile acestuia si toate exemplarele constituie impreuna un singur instrument.

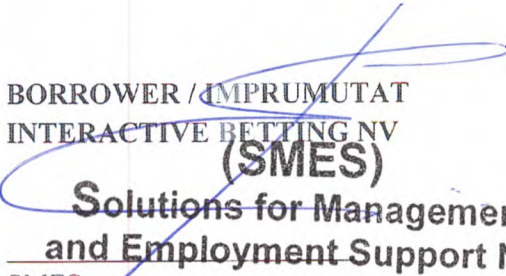
12. **Legea aplicabila.** Legea care reglementeaza prezentul Acord (si orice litigiu aparut in legatura cu acesta) este legislatia Romaniei.

13. **Modificari.** Nicio modificare a prezentului acord nu va fi valabila, cu exceptia cazului in care este scrisa si semnata de catre fiecare dintre Partile la acest acord.

14. **Limba.** Prezentul contract a fost redactat in limbile engleza si romana. In situatia unor divergente intre cele doua variante ale contractului, va prevala varianta in limba engleza.

DIN ACESTE CONSIDERENTE acest acord a fost semnat de Parti astazi, data mai sus mentionata.

**BORROWER / IMPRUMUTAT
INTERACTIVE BETTING NV**


(SMES)
**Solutions for Management
and Employment Support N.V.**
SMES