

LOAN AGREEMENT № 1812-24

This Loan Agreement (the "**Agreement**") is entered into and made effective as of the 18th day of December, 2024, by and between:

ALTACORE N.V., a company duly registered under the laws of Curacao, with registration number 151002 and having its registered address at Dr. Henri Fergusonweg 1, Gaito, Curacao (hereinafter referred to as the "**Lender**"), of the first part, and

BOOM LINE B.V., a company duly registered under the laws of Curacao, with registration number 159576 and having its registered address at Dr. M.J. Hugenholtzweg 25, Unit 11, Curacao (hereinafter referred to as the "**Borrower**"), of the second part,

(each a "**Party**" and collectively referred to as the "**Parties**").

WHEREAS

IN CONSIDERATION of the Lender agreeing to provide a loan (the "**Loan**") to the Borrower, and the Borrower agreeing to repay the Loan to the Lender, the Parties mutually agree to abide by, perform, and fulfill the terms and conditions set forth in this Agreement:

1. Loan Amount and Interest

1.1 The Lender agrees to loan the Borrower an amount of **300,000 EUR** (three hundred thousand euros).

1.2 The Loan shall accrue interest at a rate of **2%** per annum, calculated on the unpaid principal balance. Interest shall be simple, not compounded, and shall be calculated annually starting from **December 18, 2024**.

1.3 Payments shall be made in EUR via bank transfer to the Lender's designated account, details of which will be provided in writing.

2. Payment

2.1 The Borrower undertakes to repay the Loan in full by **December 18, 2028** (the "**Maturity Date**").

2.2 The Borrower may, at any time prior to the Maturity Date and while not in default under this Agreement, make lump-sum payments or repay the outstanding balance in whole or in part without incurring any penalty or bonus.

2.3 All payments shall be applied first to accrued interest and then to the principal balance unless otherwise agreed in writing.

3. Default

3.1 The Borrower shall be deemed in default under this Agreement upon the occurrence of any of the following events:

- Failure to make any payment when due under this Agreement;
- Insolvency, bankruptcy, or initiation of similar proceedings by or against the Borrower;
- Breach of any representation, warranty, or covenant in this Agreement;

3.2 In the event of a default, the Lender may declare the outstanding principal amount, together with all accrued interest and costs, immediately due and payable. The Lender may also pursue any other remedies available under the law.

3.3 The Borrower shall have 10 business days to cure any default before acceleration of the Loan.

4. Governing Law

4.1 This Agreement shall be governed by and construed in accordance with the laws of Curacao.

4.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Curacao.

5. Costs

5.1 The Borrower shall be liable for all reasonable costs, expenses, and expenditures, including legal fees, incurred by the Lender in enforcing this Agreement or as a result of any default by the Borrower. Such costs shall be added to the outstanding principal and shall be immediately due upon demand.

6. Representations and Warranties

6.1 Each Party represents and warrants that:

- It has full authority and capacity to enter into this Agreement and perform its obligations hereunder;
- The execution, delivery, and performance of this Agreement will not violate any applicable law or regulation or any agreement to which it is a party;
- This Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms;

6.2 The Borrower further represents that it has the financial ability to repay the Loan and that no undisclosed encumbrances exist that would impede repayment.

7. Confidential Information

7.1 Each Party acknowledges that, due to the relationship established under this Agreement, it may gain access to certain information and materials pertaining to the other Party's business and other technical or business-related information of

substantial value (hereinafter referred to as "**Confidential Information**"). The disclosure of such Confidential Information to third parties would diminish its value.

7.2 Each Party agrees to treat the Confidential Information of the other Party with at least the same level of care as it uses to protect its own information of a similar nature and shall ensure that its directors, employees, professional advisors, and agents adhere to the same standard of care. Both Parties shall exercise all reasonable diligence to safeguard the Confidential Information, and shall not disclose or use such information except as required for the performance of this Agreement unless prior written consent is obtained from the disclosing Party.

7.3 If a Party becomes aware of any breach of confidentiality, it shall promptly notify the disclosing Party and provide all reasonable assistance in any legal or remedial actions initiated by the disclosing Party to address the breach.

7.4 Notwithstanding the foregoing, Confidential Information does not include information that: (i) becomes publicly available without any breach of this Agreement by the recipient Party; (ii) was known to the recipient Party before its disclosure by the disclosing Party; (iii) is lawfully received by the recipient Party from a third party without any restriction on its disclosure; or (iv) is independently developed by the recipient Party without reference to or reliance on the disclosing Party's Confidential Information.

7.5 The recipient Party may disclose Confidential Information if required by judicial or governmental order, provided that the recipient Party gives prior notice to the disclosing Party (where reasonably possible) and allows the disclosing Party an opportunity to seek a protective order or equivalent safeguards.

7.6 Upon the disclosing Party's written request or upon termination of this Agreement, the recipient Party shall return or destroy all records, notes, and other tangible materials containing the Confidential Information. Destruction of such materials must be confirmed in writing if requested by the disclosing Party. The return or destruction of materials does not relieve the recipient Party of its confidentiality obligations under this Agreement.

7.7 The obligations set forth in this Section shall survive any termination of this Agreement or the associated license and shall remain binding on the Parties indefinitely.

8. Severability

8.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

9. Waiver

9.1 The failure by either party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or

future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

10. Entire Agreement

10.1 This Agreement represents the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

10.2 Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

11. Force Majeure

11.1 Notwithstanding any provisions of this Agreement, neither Party shall be liable for its inability to perform any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of circumstances beyond the reasonable control of the relevant Party including, without limitation, inability or delay caused through, fire, flood, riot, war, industrial dispute of any kind (other than disputes involving that Party's own employees or the employees of an associated company to that Party), lightning, explosion, civil commotion, malicious damage, storm, tempest, act of government or other regulatory authority, acts or omissions of persons or bodies for whom the Party affected thereby is not responsible, and any other circumstances beyond the reasonable control of the relevant Party.

11.2 If either Party is unable to carry out duties defined within this Agreement, it should inform the other Party within three (3) business days in writing as to the commencement, duration and conclusion of the above-mentioned circumstances.

11.3 If either Party fails to issue the notice pursuant to Section 11.2 herein or delays its issuance beyond the timeframe defined in Section 11.2, it loses the right to refer to any of the circumstances or events listed in Section 11.1.

12. Notices

12.1 All notifications relating to the implementation of this Agreement shall be made in writing and sent via fax, e-mail, delivered in person or by post to the details provided below:

- To the Lender:

Altacore N.V.

E-mail: office@advabet.com

- To the Borrower:

Boom Line B.V.

E-mail: law@13aff.com

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

Lender

Altacore N.V.



Alexandru Gladchii
UBO, Attorney

Borrower

Boom Line B.V.



Vladyslav Kuzmenko
UBO, Attorney