

LOAN FACILITY AGREEMENT

This **Loan Facility Agreement** (the "Agreement") is made and entered into as of 5 February 2025, by and between:

ALTACORE N.V., a company incorporated and existing under the laws of Curaçao, with registration number 151002 and having its principal office at Dr. Henri Fergusonweg 1, Gaito, Curaçao, (hereinafter referred to as the "Lender");

AND

EQUINOX HOLDING N.V., a company incorporated and existing under the laws of Curaçao, with registration number 164926 and having its principal office at Dr. H. Fergusonweg 1, Curaçao (hereinafter referred to as the "Borrower").

The Lender and the Borrower are hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Borrower has requested the Lender to provide a loan facility, and the Lender agrees to make available such a facility on the terms and conditions set out in this Agreement;

AND WHEREAS, the Parties agree that the Loan Facility shall be free of any interest charges;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- **"Loan Facility"**: The credit facility granted by the Lender to the Borrower under this Agreement.
- **"Loan Amount"**: The principal amount of the loan being **200 000 EUR** (two hundred thousand euros).
- **"Repayment Request"**: The written request made by the Lender to the Borrower demanding repayment of the Loan Amount.
- **"Repayment Period"**: A period of **four (4) years** from the date of the Repayment Request.
- **"Business Day"**: Any day other than a Saturday, Sunday, or public holiday in Curaçao.

2. LOAN FACILITY

2.1 Loan Amount: Subject to the terms of this Agreement, the Lender agrees to extend to the Borrower a Loan Facility in the aggregate principal amount of **200 000 EUR** (two hundred thousand euros).

2.2 Availability Period: The Loan Facility shall be available for drawdown from **5 February 2025 to 5 February 2029**, unless otherwise agreed in writing by the Parties.

2.3 Purpose: The Borrower shall utilize the Loan Facility solely for financing operational activities and ensuring compliance with regulatory requirements, including, but not limited to, maintaining the minimum capital required for licensing purposes.

3. INTEREST-FREE LOAN

3.1 No Interest: The Loan Facility provided under this Agreement shall not bear any interest. The Borrower shall only be required to repay the principal Loan Amount in accordance with the terms of this Agreement.

4. REPAYMENT

4.1 Repayment Request: The Lender may issue a written Repayment Request at any time after the disbursement of the Loan. The Borrower shall repay the Loan Amount in full within four (4) years from the date of such request.

4.2 Repayment Period: The Borrower must repay the Loan Amount no later than four (4) years from the date of the Repayment Request, without any interest or additional charges.

4.3 Early Repayment: The Borrower may, at its discretion, prepay the Loan in full or in part without penalty. Any prepayments shall be applied first toward the outstanding principal amount.

4.4 Method of Payment: All repayments shall be made in EUR via bank transfer to the Lender's designated account, as specified in the Repayment Request.

5. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that:

5.1 Legal Capacity: It has the legal authority and capacity to enter into and perform its obligations under this Agreement.

5.2 No Litigation: There are no ongoing or threatened legal or arbitration proceedings that would materially impact its ability to fulfill its obligations under this Agreement.

5.3 Solvency: The Borrower is not insolvent and is able to meet its obligations as they become due.

6. COVENANTS

6.1 Affirmative Covenants: The Borrower shall:

- (a) Use the Loan Facility exclusively for the purpose outlined in this Agreement.
- (b) Ensure full repayment of the Loan in compliance with the Repayment Request.

6.2 Negative Covenants: Without prior written consent of the Lender, the Borrower shall not:

- (a) Incur additional indebtedness that may jeopardize its ability to meet repayment obligations.
- (b) Make material business changes that may adversely affect its capacity to repay the Loan

7. EVENTS OF DEFAULT

7.1 Default Events: The occurrence of any of the following shall constitute an Event of Default:

- (a) Failure to repay the Loan within the Repayment Period after receiving a Repayment Request.
- (b) Any representation or warranty made by the Borrower proves to be false or misleading.
- (c) The Borrower becomes insolvent, subject to bankruptcy, or undergoes liquidation.

7.2 Consequences of Default: Upon an Event of Default, the Lender may:

- (a) Demand immediate repayment of the outstanding Loan Amount.
- (b) Initiate legal proceedings to recover the Loan and associated costs.
- (c) Enforce any available remedies under applicable law.

8. MISCELLANEOUS

8.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

8.2 Dispute Resolution: Any disputes arising from this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in Curaçao, in accordance with Curaçao arbitration laws, before resorting to litigation.

8.3 Assignment: Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

8.4 Notices: All notices or communications shall be in writing and delivered to the respective addresses of the Parties, unless otherwise agreed.

8.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties, superseding all prior discussions or understandings.

9. NOTICES

9.1 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:

Equinox Holding N.V.

E-mail: corporate@casperbets.com

IN WITNESS WHEREOF, the Parties hereto have executed this Loan Facility Agreement as of the day and year first above written.

Lender

Altacore N.V.



Alexandru Gladchii

UBO, Attorney

Borrower

Equinox Holding N.V.



Mrs. Vivian Victoria Ersilia
for and on behalf of (SMES)
Solutions Management and
Employment Support N.V.
Managing Director