

LOAN FACILITY AGREEMENT

Effective as of July 11, 2022 between,

Gamesoft Ltd., a limited liability company duly organized under the laws of Malta, with registered office at Majestic court 5, St Mary street, Mellieha MLH 1337, registration number C65855, hereby legally represented by its director, Alexia Panzavecchia, (hereinafter referred to as the "**Lender**"),

and

Rawingo IP Services Ltd., a limited liability company duly organized under the laws of Cyprus, with registered office at 64 Agiou Georgiou Makri, Anna Maria Lena Court, Office 201, 6037 Larnaca, Cyprus (hereinafter referred to as the "**Borrower**"),

WHEREAS

The Lender has agreed to make available the Principal Sum Specified in **Item 1** of the Schedule hereto (hereinafter referred to as the "**Principal Sum**") to the Borrower on the terms and conditions specified hereunder:

1. The Principal Sum:

- 1.1. The Lender will make the Principal Sum available in several transfers to the Borrower.
- 1.2. As mentioned in the Date of Drawdown in **Item 2** of the Schedule, the loan in the amount of the Principal Sum shall be repaid by the Borrower at the latest on the date as specified in **Item 4** of the Schedule hereto (hereinafter referred to as the "**Repayment Date**").
- 1.3. The Borrower shall be entitled to make prepayment without incurring any penalties.

2. Security:

The Principal Sum made pursuant to Clause 1 hereof shall be supported by the security, if any, specified in **Item 4** of the Schedule hereto (hereinafter referred to as the "**Supporting Security**").

3. Interest:

The Borrower shall pay interest upon the Principal Sum at the rate specified in **Item 5** of the Schedule hereto (hereinafter called the "**Interest Rate**") and such interest shall be payable on the date specified in **Item 6** of the Schedule hereto (hereinafter called the "**Interest Payment Date**").

4. Default:

The Borrower agrees that the Principal Sum shall not only be payable as hereinbefore provided but shall also at the option of the Lender and notwithstanding anything herein contained to the contrary or any delay or previous waiver of the right to exercise such option immediately become payable and enforceable pursuant to this Agreement upon the service of a notice on the Borrower requiring it to repay the Principal Sum or so much of the Principal Sum as shall remain unpaid in each of any of the following eventualities:

- (i) if upon the Repayment Date the Borrower fails to repay the Principal Sum to the Lender;
- (ii) if the Borrower fails to pay any interest due under Clause 3 of this Agreement on the Interest Payment Dates and such default continues for more than 14 (fourteen) days;
- (iii) if default be made by the Borrower in the observance and performance of any other obligation on the part of the Borrower contained in this Agreement or in any security collateral agreed upon between the parties and intended to be secured;
- (iv) if any part of the assets of the Borrower is resumed, confiscated, forfeited or placed under Receivership.

- (v) if any execution or other process of any court or authority or any distress is issued out against or levied upon any of the property of the Borrower or if any distress or execution for an amount exceeding the equivalent of EUR 1000 (one thousand euros) is issued against the Borrower or any of its assets and is not satisfied within 7 (seven) days.

5. Default Interest:

If at any time the Borrower is in default pursuant to Clause 4 hereof the Borrower shall be liable to pay to The Lender interest which shall accrue up to the date of actual payment of the total amount due to The Lender pursuant to the Agreement at the rate specified in **Item 7** of the Schedule hereto (hereinafter called the "**Default Interest Rate**").

6. Currency and Place of Payments:

All payments to be made by the Borrower pursuant to this Agreement shall be made in Euro's and shall be made by way of telegraphic transfer in favour of the Lender to such account as the Lender may from time to time direct.

7. Notice:

Any notices to be given to or demand to be made upon the Borrower by or on behalf of the Lender hereunder shall be deemed to be duly given or made if the same be left or sent through the post in a prepaid envelope or wrapper addressed to the Borrower at the address of the Borrower for the time being and such mode of service shall in all respects be valid and effectual notwithstanding any matter or event whatsoever and such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Borrower at the expiration of 10 (ten) days after the time when the envelope or wrapper containing such notice was posted.

9. Jurisdiction:

This Agreement shall be subject to the Laws of Malta and any proceedings in respect of any cause of action arising hereunder shall at the option of the Lender be instituted, heard and determined in a Court of competent jurisdiction in Malta and such Court shall possess territorial jurisdiction to hear and determine such

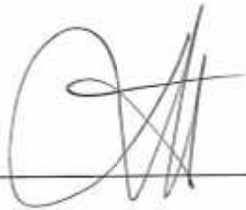
proceedings providing however that nothing herein shall prevent the Lender pursuing the enforcement of this Agreement in the country of residence of the Borrower or in any country in which the Borrower has assets.

10. Schedule:

The Schedule will be subject to and upon the agreed terms and conditions of this Agreement and therefore form an integral part of the Agreement.

EXECUTED this 11th day of July, 2022.

LENDER

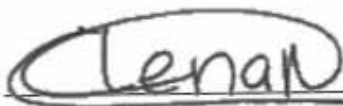
A handwritten signature in black ink, appearing to be 'Alexia', written over a horizontal line.

Gamesoft Ltd.

Signed by: Alexia Panzavecchia

Title: Director

BORROWER

A handwritten signature in black ink, appearing to be 'Elena', written over a horizontal line.

Rawingo IP Services Ltd

Signed by: Elena Nestoros

Title: Director

THE SCHEDULE

ITEM NO.

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|------------------------------------|---|
| 1. The Principal Sum: | Up to EUR 45,000.00 (forty five thousand Euros); |
| 2. Date of Drawdown: | As of July 11, 2022 and onwards; |
| 3. Repayment Date: | July 31 th , 2023 and time is of the essence; |
| 4. The Supporting Security: | NIL; |
| 5. Interest Rate: | The Principal Sum bears interest at a rate of 3%; |
| 6. Interest Payment Date: | Interest shall accrue from day to day and shall be calculated on the basis of a year of 365 days and the actual number of days elapsed. |
| 7. Default Interest Rate: | Three per centum per annum |