

LOAN AGREEMENT

By this private instrument and in accordance with the law, the parties:

MANOEL GUIMARÃES NETO, Brazilian, Single, Business Owner, bearer of the identity card MG-148.194-38, issued by SSPMG, enrolled with CPF under No. 09948891600, resident and domiciled at Praça nossa senhora da abadia 157, in the city of Nova Lima, state of Minas Gerais, Brazil, ZIP CODE 34006175, electronic mail manoelgu@gmail.com ("**Lender**"); and

QG HOLDING LIMITED, existing company incorporated under the laws of the British Virgin Islands, with its headquarters at Trinity Chambers, PO Box 4301, in the city of Road Town, state of Tortola, British Virgin Islands, ZIP Code VG1110, registered under registration number 2138837, herein represented by **LUCAS COTA MOYSES**, Brazilian, Single, Business Owner, bearer of the identity card MG-16.231.265, issued by SSPMG, enrolled with CPF under No. 144.225.026-70 resident and domiciled at Rua Bambui 1189, in the city of Belo Horizonte state of Minas Gerais, Brazil, ZIP CODE 30310320, electronic mail lucas.cota1997@gmail.com ("**Borrower**")

Lender and Borrower herein referred collectively as "Parties" and, individually, "Party".

THEREFORE the Parties, in mutual agreement, execute the present Loan Agreement ("Agreement"), in accordance with the following terms and conditions:

1. FIRST CLAUSE – SCOPE

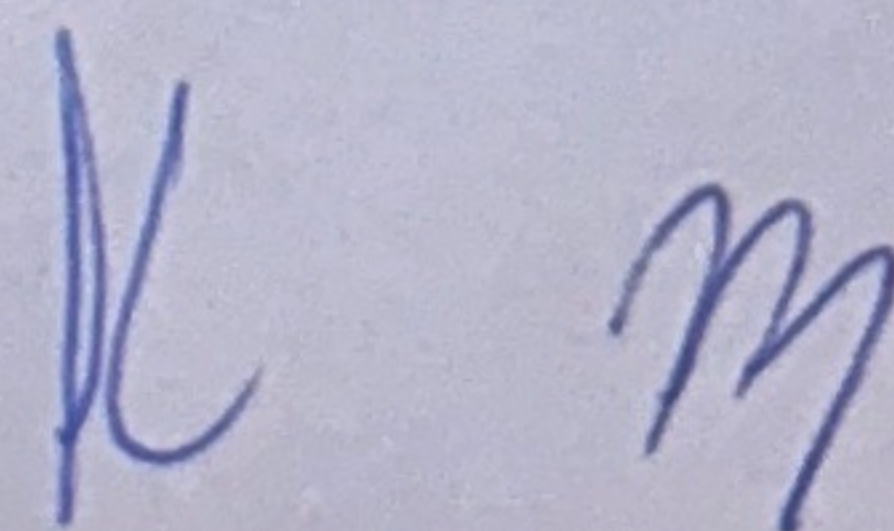
1.1 Subject to the provisions of this Agreement, Lender agrees to lend to Borrower, irrevocably and irreversibly, the total amount equivalent of 200.000 € (two hundred thousand euros) ("**Loan**"), according to the following provisions.

2. SECOND CLAUSE – TERM AND PAYMENT TERMS

2.1 Term. This Agreement shall enter into force between the Parties as of its signature date and will remain in force until full payment of the Loan by the Borrower to the Lender.

2.2 Payment Term. The payment of the Loan by the Borrower in favor of the Lender, shall be made within a period of 10 years from the date of signature of this agreement.

2.2.1 The payment of the Loan by the Borrower will be free of any Brazilian deduction, setoffs and accessory burdens on this transaction, including commissions, taxes, contributions and burdens on this date or that may be enacted or charged in the future.



2.3 Advance payment. Without prejudice to the term set forth in Section 2.2 above, the Loan can be paid in advance to the Lender, as an option of the Borrower.

2.4 Receipt. The receipt of the transfers and/or deposit slips in a checking account held by the Lender will serve as unequivocal, irrevocable and irreversible proof of payment.

3. THIRD CLAUSE – TAXES

3.1 The Borrower will bear the applicable Taxes arising from or related to the transaction described in this Agreement.

3.2 For the purposes of this Agreement, "Taxes" means any federal, state or local taxes, contributions, burdens, fees or other governmental charges, including income tax, withholding taxes, tax on distribution of goods and services, ad valorem, social security contribution and insurance, services tax or financial transaction tax.

4. FORTH CLAUSE – LENDER DEFAULT

4.1 For the purposes of this Agreement, default is understood as the non-compliance with the full and timely payment of the Loan, considering "full and timely" the payment made in compliance with the terms set forth in Clause 2.2 above.

4.2 In case of default, as set forth in Section 4.1. above, the Borrower will bear a non-compensatory fine of 2% (two percent) and interest for late payment of 1% (one percent) per month on the total outstanding amount.

5. FIFTH CLAUSE – JURISDICTION

5.1 Applicable law. This Agreement, as well as the rights and obligations set forth herein, shall be governed by and interpreted by the laws of the Federative Republic of Brazil.

5.2 Jurisdiction. The Parties irrevocably submit to exclusive jurisdiction of the City of Belo Horizonte, State of Minas Gerais with respect to any legal action, disputes or proceedings arising out of or in connection with this Agreement.

6. SIXTH CLAUSE – MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with respect to the subject matter hereof and thereof.

Handwritten initials: "K" and "M"

6.2 Notices. All notices or other communications required or permitted under this Agreement must be made in writing and will be delivered in person or sent by registered and certified mail, or sent via email with return receipt, to the Parties, at the addresses listed in the preamble to this Agreement.

6.3 Binding Effect. This Agreement has been duly executed and delivered by the Parties and constitutes a legal, valid, and binding obligation, enforceable against them in accordance with its terms, observed the provisions of articles 783 et seq. of the Code of Civil Procedure.

6.4 Severability. If any of the terms and conditions of this Agreement is declared null and void, the remaining terms and conditions of the Agreement shall remain in force without being affected by the said declaration of nullity. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such null, invalid, or unenforceable provision in accordance with the spirit of this Agreement.

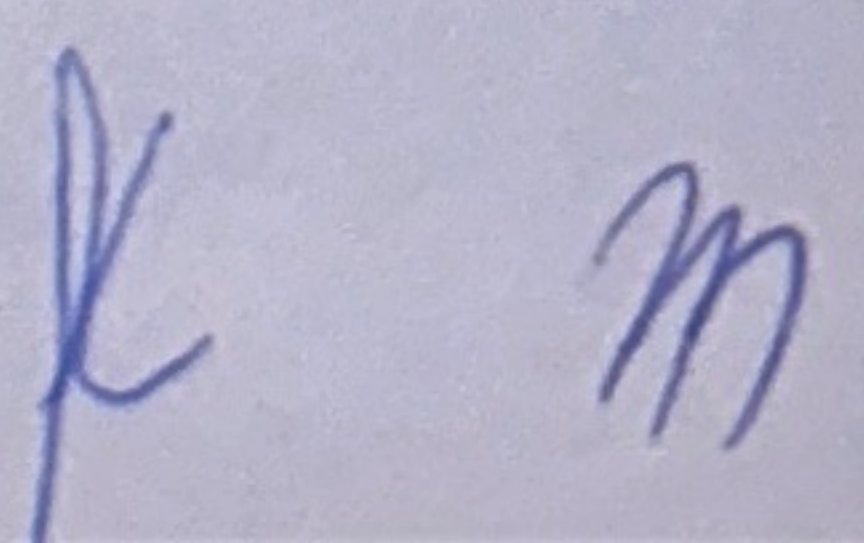
6.5 Amendments and Waiver. No amendment, modification or discharge of this Agreement, and no waiver under this Agreement, shall be valid or binding unless set forth in writing and duly executed by the Parties. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by any Party of a breach of or a default under any of the provisions of this Agreement shall not be construed as a waiver of other provisions or otherwise affect any of such provisions, rights, or privileges under this Agreement.

6.6 Tolerance. Any omission or delay by either Party in demanding the fulfillment of any term or condition of this Agreement by the other Party, or in exercising any right, prerogative or remedy provided herein, shall not constitute novation or imply a waiver of the future possibility of demanding the fulfillment of such term, condition, right, prerogative or remedy.

6.7 Assignments and Transfers. The Parties are prohibited from assigning any of their rights or delegating any of their obligations under this Agreement without the prior consent of the other Party.

6.8 Succession. This Agreement binds the Parties and their heirs, successors and/or assigns in any capacity.

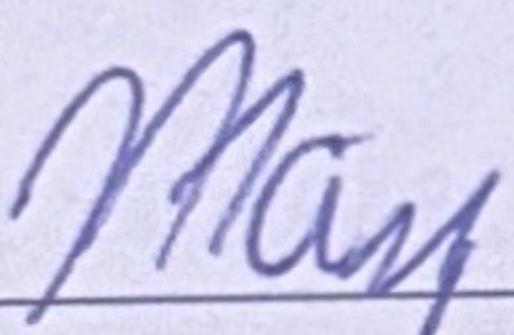
6.9 Enforceable Instrument. This Agreement, signed by 2 (two) witnesses, constitutes an extrajudicial enforceable instrument, being an appropriate instrument for the enforcement of the obligations assumed herein by the Parties.



6.10 Eletronic Signature. The Parties declare and acknowledge that this Agreement may be executed via the DocuSign platform, digitally and electronically, as applicable, by the Parties and the witnesses: (a) it is valid and effective between the Parties, faithfully representing all the rights and obligations between them agreed; (b) it has probative value, as it is able to preserve the integrity of its content and is suitable to prove the authorship of the signatures of the signatory parties, already renouncing any right to claim otherwise and assuming the burden of proof to the contrary; (c) is an out-of-court enforcement instrument for all legal purposes; (d) it will be considered valid and undoubtedly dated from the date indicated in this Agreement, which is the date on which all the Parties so agreed, regardless of whether the formalization of a digital and electronic signature will eventually be concluded on a separate date(s) by one or more Parties, and (e) it will be considered executed in the city of Belo Horizonte, Minas Gerais, Brazil; being certain that, to avoid doubts, all items (a) to (e) above apply equally to signatories regardless of use of certificates issued according to parameters of the Brazilian Public Key Infrastructure ("ICP-Brasil"), under the terms of Art. 10, § 2 of Provisional Measure no. 2,200-2, of August 24, 2001.

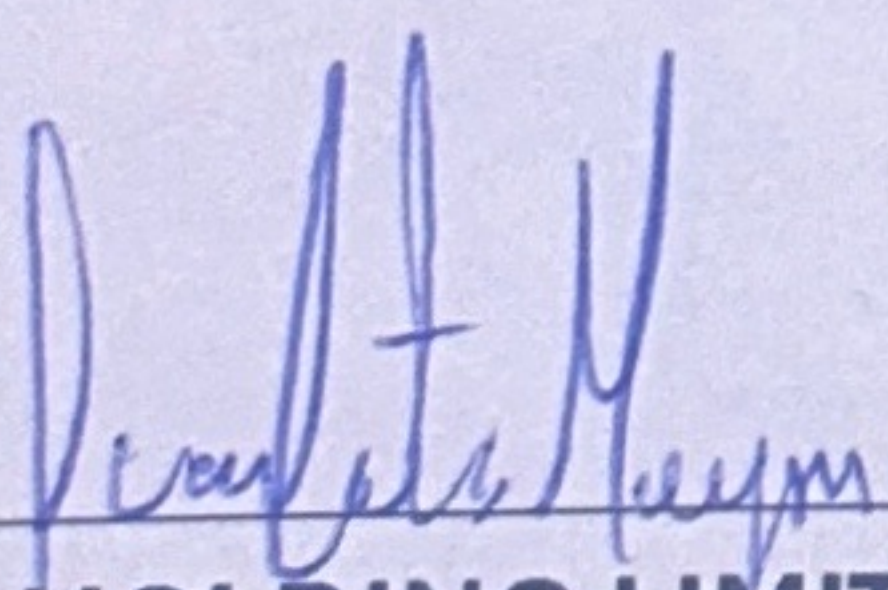
Belo Horizonte/MG, 22 of December, 2023.

Lender:



MANOEL GUIMARÃES NETO

Borrower:



QG HOLDING LIMITED
-LUCAS COTA MOYSES-

1. _____

Name:

CPF:

RG:

2. _____

Name:

CPF:

RG:

