

LOAN FACILITY AGREEMENT NO. L-2024/11/04-01

This Loan Facility Agreement (the „**Agreement**”) is concluded on November 4, 2024 and signed by the following Parties:

the LENDER: **ADDZY LLC**, incorporated under the laws of Armenia with its registration number 12765312, and registered address at 4/2 Amiryan str., Kentron 0002, Yerevan city, Republic of Armenia, duly represented by Attorney Sandra Vladimirova;

and

the BORROWER: **ROMAN BELYALOV**, born on February 26, 1984, in Moscow, Russia, Cyprus resident with a valid temporary residence permit No. KY0268597 issued in Republic of Cyprus on October 9, 2023;

WHEREAS, the Borrower owns Pomadorro N.V., incorporated under the laws of Curacao with its registration number 131629, and registered office at Groot Kwartierweg 10 Livestrong Building, Curaçao (the “Company”);

WHEREAS, the Company hold the online gambling licence in Curaçao and from time to time, funds are needed for marketing and other business expenses;

WHEREAS, such funds for the Company must be attracted as a shareholder’s loan which, in such case, must be issued by the Borrower as he is declared as the UBO of the Company;

WHEREAS, the Borrower lacks funds to fulfil its obligations to finance the Company and the Borrower is therefore raising a loan under this Agreement (the “Purpose of the loan”).

The Lender and the Borrower further jointly referred to as Parties, but each individually as Party, are signing the Agreement on the following terms:

1. SUBJECT OF THE AGREEMENT

- 1.1. The Lender grants to the Borrower’s utilisation the loan facility in amount of EUR 200’000,00 (two hundred thousand euro) (the “Facility”).
- 1.2. It is upon the Borrower’s discretion to exercise the Facility in one or several pay-outs, and it is upon the Borrower’s discretion not to use the Facility in full amount.
- 1.3. The Facility may be utilised by the Borrower only for the Purpose of the loan.

2. LOAN FACILITY UTILISATION

- 2.1. The Borrower may request a Facility utilisation by delivery to the Lender of a utilisation request made in free form.
- 2.2. The Facility in any amount will be released by the Lender upon the Borrower’s utilisation request, if the Facility is being used for the Purpose of the loan.
- 2.3. The Facility shall be utilised in amount and according to the payment details stipulated in utilisation request.
- 2.4. The Facility shall be exercised within 5 (five) working days after the utilisation request is delivered by the Borrower.
- 2.5. The Parties agree that the requested amount of the Facility may be transferred to the Company directly on behalf of the Borrower in accordance with the payment specification set out in clause 6.2 if so stated in the Borrower's utilisation request.

3. TERMS AND REPAYMENT

- 3.1. The Facility shall be provided and thus all utilised Facility amount can be used until October 30, 2027 ("Facility Term").
- 3.2. The Borrower has the right to repay the used Facility amount in one or several instalments at any time within the Facility Term.

4. LOAN FACILITY INTEREST

- 4.1. The Loan Facility and any part thereof shall bear interest at the rate of three percent (3%) per annum.
- 4.2. Interest shall be paid at the same time as the Facility is repaid, unless the Parties agree otherwise.

5. PENALTY

- 5.1. If the Borrower has not repaid the used Facility amount within the Facility Term and/or fails to pay the interest payable under the Agreement, the Lender has the right to request a Penalty of 0,01% of the unpaid amount for each day on which the breach continues.
- 5.2. The Penalty does not release the Parties from the full fulfilment of the terms defined in this Agreement.

6. PAYMENT ORDER

- 6.1. Payment to the Borrower is to be made by means of a bank transfer according to the following payment specification:

Name:	Roman Belyalov
Bank name:	Hellenic Bank Public Company Ltd
Account (EUR):	243-10-945158-01
SWIFT / BIC:	HEBACY2NXXX
Payment order:	Facility utilization, Agreement No L-2024/11/04-01.

- 6.2. Payment to the Company is to be made by means of a bank transfer according to the following payment specification:

Name:	Pomadorro N.V.
Bank name:	Emerald Financial Group (UK) Ltd
IBAN:	GB96EMFG00992100006201
SWIFT / BIC:	EMFGGB22
Payment order:	Loan Agreement No L-2024/11/04-01, Facility utilization on behalf of Roman Belyalov.

- 6.3. Payment to the Lender is to be made by means of a bank transfer according to the following payment specification:

Company name:	ADDZY LLC
Bank name:	Converse Bank CJSC, Yerevan, Armenia
Account (EUR):	19300595601904
SWIFT / BIC:	COVBAM22
Correspondent bank:	COMMERZBANK AG, FRANKFURT AM MAIN, GERMANY
SWIFT (BIC)	COBADEF
Payment order:	Loan Agreement No L-2024/11/04-01.

7. VALIDITY AND TERMINATION OF THE AGREEMENT

- 7.1. This Agreement shall take effect as of the date of its signing.
- 7.2. This Agreement shall remain in effect until full performance of all obligations of the Parties hereunder.

8. DISPUTE SETTLEMENT

- 8.1. Any dispute, controversy or claim arising out of or relating to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by national courts of Cyprus.
- 8.2. Each party irrevocably agrees that the courts of Cyprus shall have exclusive jurisdiction to settle any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Agreement or its subject matter or formation.

9. FORCE MAJEURE

- 9.1. If either Party is prevented or hindered from performing any of its obligations under this Agreement by reason of Force Majeure, that Party shall as soon as reasonably possible and in any event within 7 (seven) calendar days after commencement of the Force Majeure serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.
- 9.2. Force Majeure is defined as a situation/condition such as, but not limited to acts of God, storms, fire, war, civil war, military action, pandemic, government emergency order or other geopolitical situations, stop order or strike as well as transportation accident or repairs, tidal waves, or any event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances beyond the Parties' control.

10. CONFIDENTIALITY

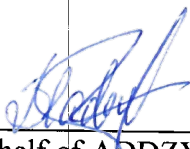
- 10.1. Each Party recognizes that information received by it during the course of its engagement may include information of a confidential nature and, unless otherwise agreed by the other Party, shall not disclose any such confidential information to any third party (other than any director, employee, or professional advisor to whom it is reasonable to disclose such confidential information for the purpose of the provision of services under this Agreement).
- 10.2. The obligations of the Parties regarding the confidential information of the other will not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the receiving party, (ii) is independently developed by employees of the receiving party without use or reference to the confidential information of the other party, (iii) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, and to provide the other with a copy of such order.

11. MISCELLANEOUS

- 11.1. This Agreement and any non-contractual obligations, disputes or claims arising out of or in connection with it are governed by and shall be construed in accordance with English laws.
- 11.2. The Parties ensure that the financial resources paid by each respective Party according the Agreement shall not be recognised as criminally obtained within the meaning of the Law on the Money Laundering and Terrorist Financing prevention Laws and shall not have a hidden or disguised origin.
- 11.3. Titles and numeration of sections of the Agreement are used only for the reference only and may not be used for the interpretation purposes of the Agreement.
- 11.4. Agreement is signed in two original counterparts; after signing each Party receives one copy.

SIGNATURES

LENDER



On behalf of ADDZY LLC
Attorney Sandra Vladimirova

BORROWER



Roman Belyalov