

LOAN AGREEMENT

The undersigned:

1. **Thomas J. Greenwood - Pollard**, an Australian citizen, bearer of a British passport passport no. 126942371, Unit 2, 2 Brinkworth Street, South Plympton 5038, South Australia, Australia (the “**Lender**”); and
2. **Pretense Flip N.V.** (formerly known as Spinza N.V.), a limited liability company duly organized under the laws of Curaçao, with registered address at Groot Kwartierweg 10, Willemstad, Curaçao, registered with the Chamber of Commerce with number 160797 (the “**Borrower**”).

The Lender and the Borrower are hereinafter each referred to as a “**Party**” and jointly referred to as: the “**Parties**”.

Whereas:

- a. the Borrower requested a loan from the Lender of EUR 200,000.00 (Two Hundred Thousand 00/00 euros) to be used as Setup Fee in accordance with the Software agreement by and between Comtrade D.O.O. Ljubljana and Pretense Flip N.V., and the Lender decided to provide such loan to the Borrower;
- b. Parties are now desirous of laying down their mutual legal relations with regard to the loan in writing.

Have agreed upon the following:

1. Loan

1. As per September 20th, 2022 the Lender has a claim of EUR 200,000.00 (in words: Two Hundred Thousand 00/00 euros) on the Borrower (the “**Loan**”).
2. The Borrower declares to have received the Loan from Lender as per September 20th, 2022 by way of money loan and declares to be due to Lender the Loan.

2. Interest

1. From the date of calling the Loan onwards, the Borrower shall be due to the Lender a time-related interest on the Loan or any remainder thereof at 3 % (in words: Three per cent) per annum.
2. The Borrower shall pay the interest in annual instalments in arrears, on or before 31 December of each year.

3. In the event of late payment of interest, the Borrower shall be due to the Lender the interest ex paragraph 1. of this Article on the amount overdue, counting from the due date until the day of full payment.

3. Term and repayment of the Loan

1. This Agreement has been entered into a definite term and the Loan has to be settled not later than September 30th, 2027.
2. Repayment of the Loan shall be at once at the end date, but Parties may agree upon a settlement schedule, if so, this will be attached to this Agreement.
3. Borrower will be in default after receiving a prior written notice of default, warning or any other action on the part of the Lender, at which Borrower is given a time limit for compliance.
4. The Borrower shall at all times be permitted to repay the Loan before the agreed date in full or in part, without being due a penalty, provided such is done in round amounts of (multiples of) EUR 10,000.00 - (in words: Ten Thousand 00/00 Euro).
5. In the event that the Borrower should, for any reason whatsoever, fail to comply with any payment obligation in full or in part, subsequent payments shall first be deducted from the penalty interest, subsequently from any overdue interest instalment(s), the oldest repayment instalments fallen due and, finally from current interest (not yet fallen due) and repayment instalments.

4. Default

1. The Borrower agrees that the Loan or so much of the Loan as shall remain unpaid 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 Loan or so much of the Loan as shall remain unpaid in each of any of the following eventualities:
 - a. if upon the maturity date the Borrower fails to repay the Loan to the Lender;
 - b. if the Borrower fails to pay any interest due under Article 2 of this Agreement on the interest payment dates and such default continues for more than fourteen (14) days;
 - c. 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;
 - d. if any part of the assets of the Borrower is resumed, confiscated, forfeited or placed under receivership.
 - e. If the Borrower is declared bankrupt or similar;
 - f. If the direct control in either Party changes;

- g. If either party liquidates, seizes their activities or merges with another company;
- h. if either Party is declared bankrupt.

5. Currency and Place of Payments

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

6. 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 as stated above 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 ten (10) days after the time when the envelope or wrapper containing such notice was posted.

7. Amendments and supplements

This Agreement can solely be amended or supplemented by means of a document signed by all Parties, which document will be attached to this Agreement.

8. Partial invalidity, continuing obligations

1. If one or more article of this Agreement were to be null and void or non-binding in another way, this does not affect the validity of the other articles of this Agreement, unless the non-binding provisions regards the essence of the Agreement and the other provisions not being affected raise such objections with one of the Parties that reasonableness and fairness order the other articles to be non-binding as well. In both cases Parties will then in mutual consultation and in the spirit of this Agreement amend this Agreement to the extent necessary, in the sense that the non-binding articles will be replaced by articles that will differ as little as possible from the related non-binding articles.
2. Obligations that by their nature are destined to also continue after termination, continue to exist after termination of this Agreement.

9. Remedies

1. Failure to execute, or a delay in the execution, of a right or remedy arising from the underlying Agreement or the law, will not impair the execution of this right or remedy or another right and/or remedy in any way whatsoever.

2. Partial execution of a right, or remedy arising from this Agreement or the law, as yet does not obstruct fully executing this right or remedy, or of the execution of another right or remedy.
3. The rights and remedies arising from the underlying Agreement are complementary and do not exclude any rights or remedies arising from the law.

10. Applicable law, regulation on disputes

1. This Agreement is governed by the laws of Curaçao.
2. A dispute arises if one of the Parties informs the other Party of such in writing.
3. This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document. Notwithstanding the foregoing, the parties shall deliver fully executed original signature copies of this Agreement to one another as soon as practicable following execution.
4. Any disputes arising under this Agreement that Parties cannot settle out of Court, are settled in first instance before the competent court of Curaçao.

11. Miscellaneous

1. Parties renounce any right they may have to demand the dissolution or cancellation of this Agreement.
2. This Agreement can solely be amended or supplemented by means of a document signed by all Parties which document will be attached to this Agreement.
3. The preamble is an integral part of this Agreement.
4. Titles of articles in this Agreement are there purely for identification purposes, and no rights can be derived from them.
5. Unless the context shows differently, the singular can also be denoted as the plural and vice versa. References to Parties will also comprise references to their legal successor(s) under universal or particular title.
6. 'He' can also be read as 'she' just as under 'him and his' 'her' can be read.
7. The (office) addresses of Parties stated in the heading of this Agreement are addresses to which Parties can validly send notifications.
8. This Agreement may be signed in counterparts.

Thus agreed upon on 20th day of September 2022.

Lender**Borrower**

By: Mr. Thomas J. Greenwood - Pollard

By: Pretense Flip N.V.

Repr by: eMoore N.V.

Title: Director