

Dated _____ 16th January 2023 _____

SPINTECH LIMITED

AND

PRETENSE FLIP N.V.

LOAN AGREEMENT

THIS AGREEMENT is made the 16th day of January 2023

BETWEEN:

- (1) **PRETENSE FLIP N.V.** a company incorporated and registered in Curacao with company number 160797 and whose registered address is at Groot Kwartieweg 10, Willemstad, Curacao (the "**Borrower**"); and
 - (2) **SPINTECH LIMITED** a company incorporated and registered on the Isle of Man with company number 019969V and whose registered address is at Second Floor, 18-20 North Quay, Douglas, Isle of Man IM1 4LE (the "**Lender**"),
- (together the "**Parties**" and each a "**Party**").

RECITALS

- (1) The Lender has agreed to lend the Loan Amount (as defined in clause 1.1 below) to the Borrower, and the Borrower has agreed to borrow the Loan Amount from the Lender.
- (2) The Parties wish to enter into this Agreement in order to set out the terms and conditions of the Loan.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 For all purposes of this Agreement the terms defined in this clause 1 have the meanings specified:

Agreement	means this agreement and any Schedules hereto, as amended from time to time;
Business Day	means a day other than a Saturday or Sunday or a public holiday in the Isle of Man;
Borrower's Nominated Account	Means a bank account as may be notified by the Borrower or such other bank account as may be notified by the Borrower to the Lender in writing from time to time;
Event of Default	means: (a) any sum payable under this Agreement which is not paid within 14 days of becoming due; (b) the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of its obligations

or liabilities under this agreement or any associated or collateral security;

- (c) any representation or warranty given by the Borrower to the Lender is or becomes incorrect;
- (d) any judgment or order made against the Borrower by any court is not complied with within 14 days;
- (e) the Borrower ceases or threatens to cease to carry on its business or a material part of its business;
- (f) the Borrower enters, or seeks to enter into, any other form of composition or arrangement with its creditors whether in whole or in part;
- (g) a receiver is appointed in respect of the whole or any part of the undertaking of the Borrower;
- (h) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding-up of the Borrower; or

Final Repayment Date

means on or before the final day of the Loan Term, or if that day does not fall on a Business Day, the next Business Day;

Interest Payment Date

means the Final Repayment Date;

Interest Rate

means 0% per annum;

Lender's Nominated Account

means a bank account as may be notified by the Lender or such other bank account as may be notified by the Lender to the Borrower in writing from time to time;

Loan

means the loan made available under this Agreement in an amount equal to the Loan Amount;

Loan Amount

means EUR 13,000.00;

Loan Term

means the period of 3 months from the date of this Agreement;

Material Adverse Effect

means a material adverse effect on (a) the business, operations, property or condition

(financial or otherwise) of the Borrower; (b) the Borrower's ability to comply with any payment obligations under this Agreement; or (c) the validity or enforceability of this Agreement or the rights or remedies of the Lender under this Agreement; and

VAT

means value added tax in terms of the Value Added Tax Act 1996.

1.2 Unless the context otherwise requires:

- 1.2.1 reference to any gender includes all genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to this Agreement include its Schedules;
- 1.2.4 references to clauses or Schedules are to clauses of, and schedules to, this Agreement and references to paragraphs are to paragraphs of the Schedule in which they appear;
- 1.2.5 references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- 1.2.6 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 1.2.7 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding or succeeding words or be construed as being limited to the same class, acts, things or matters as the preceding or succeeding words where a wider construction is possible;
- 1.2.8 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 1.2.9 the descriptive headings to clauses, Schedules and paragraphs in this Agreement are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of this Agreement;
- 1.2.10 where any obligation in this Agreement is expressed to be undertaken or assumed by a Party, that obligation is to be construed as including a requirement that the Party concerned exercises all rights and powers of control over the affairs of any other person which that Party is able to exercise (whether directly or indirectly) in order to secure performance of the obligation;
- 1.2.11 references to legislation include any re-enactment but exclude any modification thereof after the date of this Agreement;

- 1.2.12 references to this Agreement or to any specified provision in this Agreement are to this Agreement or that provision as in force for the time being and as amended from time to time in accordance with its terms;
 - 1.2.13 references to books, records or other information include paper, electronically or magnetically stored data, film, microfilm, and information in any other form;
 - 1.2.14 references to 'writing' or 'written' include faxes and any other method of reproducing words in a legible and non-transitory form; and
 - 1.2.15 any Isle of Man legal term for any legal document, action, remedy, judicial proceeding, court, official, or any other legal concept shall, in relation to any jurisdiction other than the Isle of Man, be deemed to include the term which most nearly approximates in that jurisdiction to the Isle of Man legal term.
- 1.3 If any provisions of the Schedules conflict with any of the other provisions of this Agreement that are not contained in the Schedules, the provisions of this Agreement that are not contained in the Schedules shall take precedence.

2. THE LOAN

- 2.1 The Lender shall lend the Loan Amount to the Borrower in full.
- 2.2 The Loan Amount shall be made by way of electronic funds transfer into the Borrower's Nominated Account.

3. REPAYMENT, PREPAYMENT AND CANCELLATION

3.1 Repayment

The Borrower shall repay the Loan in full by way of a single repayment on the Final Repayment Date.

3.2 Prepayment

3.2.1 The Borrower may prepay the whole or part of the Loan at any time without penalty.

3.3 Event of Default

If: (i) an Event of Default occurs; (ii) such Event of Default has a Material Adverse Effect and (iii) the Borrower does not cure such Event of Default within 30 days of its occurrence, the Lender shall be entitled to call in the Loan and the Loan shall become immediately due and payable.

3.4 Taxes

The Borrower shall make all payments under this Agreement without withholding or deduction of (or in respect of) any tax, unless required by law. If any such withholding or deduction is required, the Borrower shall, when making the payment to which the withholding or deduction relates, pay to the Lender such additional amount as will ensure that the Lender receives the same total amount that it would have received if no such withholding or deduction had been required.

3.5 Payments shall be made by the Borrower to the Lender's Nominated Account by electronic funds transfer.

3.6 Whenever any payment due from the Borrower to the Lender shall become due on a day which is not a Business Day, payment shall be made on the next following Business Day.

4. COSTS, CHARGES, EXPENSES AND OTHER LIABILITIES

4.1 The Borrower undertakes with the Lender to pay to the Lender on demand all reasonably incurred direct costs, charges, expenses and liabilities paid and incurred by the Lender in relation to enforcing a breach by the Borrower of its obligations under and associated with this Agreement [and the Debenture] and any associated or collateral security (including legal and other professional costs and fees and disbursements and VAT on them) .

4.2 The Parties shall be responsible for their own costs and expenses (including legal fees), together with VAT, arising at any time in connection with the negotiation, preparation, execution or perfection of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Borrower represents and warrants to the Lender that:

5.1.1 it is a limited company duly incorporated and validly existing under the laws of Curacao;

5.1.2 it has the corporate power to carry on its business as it is now being conducted and own its own assets;

5.1.3 its obligations under this Agreement are legal, valid, binding and enforceable;

5.1.4 the entry into and performance by it of this Agreement will not involve or result in a contravention of (a) its constitutional documents; (b) any law or regulation applicable to it; or (c) any contractual or other obligation that is binding on it or any of its assets;

5.1.5 it has taken the necessary corporate action to allow it to enter into and perform its obligations under this Agreement and it does not exceed any limit on its powers in so doing;

5.1.6 all authorisations, consents and licences necessary to enable it to enter into and perform its obligations under this Agreement and to enable it to conduct its business in its current form have been obtained;

5.1.7 no Event of Default has occurred and is continuing or will occur on the making of the Loan and it has not defaulted under any other agreement or instrument which is binding on it;

5.1.8 it is not the subject of any actual, pending or threatened litigation, arbitration or other court or arbitral proceedings; and

5.1.9 no corporate action, legal proceedings or other procedures or steps have been taken to obtain a moratorium, or for its winding-up, dissolution, administration or re-organisation or restructuring, or for the appointment of a receiver, administrator, administrative receiver, trustee, nominee, supervisor, monitor or similar officer of it or of any or all of its assets or revenues.

5.2 The Lender represents and warrants to the Borrower that:

- 5.2.1 it is limited company duly incorporated and validly existing under the laws of Isle of Man;
- 5.2.2 its obligations under this Agreement are legal, valid, binding and enforceable;
- 5.2.3 the entry into and performance by it of this Agreement will not involve or result in a contravention of (a) its constitutional documents; (b) any law or regulation applicable to it; or (c) any contractual or other obligation that is binding on it or any of its assets;
- 5.2.4 it has taken the necessary corporate action to allow it to enter into and perform its obligations under this Agreement and it does not exceed any limit on its powers in so doing;
- 5.2.5 all authorisations, consents and licences necessary to enable it to enter into and perform its obligations under this Agreement and to enable it to conduct its business in its current form have been obtained; and
- 5.2.6 no corporate action, legal proceedings or other procedures or steps have been taken to obtain a moratorium, or for its winding-up, dissolution, administration or re-organisation or restructuring, or for the appointment of a receiver, administrator, administrative receiver, trustee, nominee, supervisor, monitor or similar officer of it or of any or all of its assets or revenues.

6. INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this Agreement or any associated or collateral security or any right or remedy of the Lender under this Agreement or any associated or collateral security, grant to the Borrower (or to any other person) time, indulgence, further credit, loans or advances, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing, or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which it may now or subsequently have from or against the Borrower or any other person.

7. NOTICES

- 7.1 Any notice or other communication given by a party under this Agreement must be in writing and in English and be signed by or on behalf of the party giving it.
- 7.2 Notices may be given and will be deemed received:
 - 7.2.1 by hand: on receipt of a signature at the time of delivery;
 - 7.2.2 by pre-paid post: at 9.00 am on the 2nd (second) Business Day after posting; and
 - 7.2.3 by email: 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.
- 7.3 This clause 7 does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

8. VALIDITY AND SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

9. EXCLUSION OF THIRD-PARTY RIGHTS

Nothing in this agreement is intended to confer any benefit on any person who is not a party to it, and the Contracts (Rights of Third Parties) Act 2001 shall not apply to this Agreement.

10. VARIATION AND WAIVER

10.1 Any variation of this Agreement shall be in writing and signed by or on behalf of both Parties.

10.2 No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that right or remedy.

10.3 Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by law.

11. ASSIGNMENT

Neither Party may assign, or grant any encumbrance over, or deal in any way with, any of its rights under this Agreement or any document referred to in it, or purport to do any of the same, without, in each case, the prior written consent of the other Party.

12. CONFIDENTIALITY

Each of the Parties undertakes that it shall not at any time after the date of this Agreement (or, if later, the date that it became a party to it) use, divulge or communicate to any person (except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority) any confidential information concerning the terms of this Agreement, the business or affairs of the other Party which may have come to its knowledge, and the Parties shall use their reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Isle of Man.

13.2 It is irrevocably agreed that the courts of the Isle of Man are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement may only be brought in such courts.

EXECUTED by the parties on the date of this Agreement.

EXECUTED by the Lender
acting by:-

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:
:

R Winter

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For and on behalf of
Eximia Directors Limited
Director

EXECUTED by the Borrower

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:
:
:
:

Lilianne Kroon

.....
For and on behalf of eMoore N.V.
Title: Managing Director
Repr. By: Lilianne Kroon – Soares
Title: Proxy-holder
Signed on this 25th of January 2023
with effect as from January 16th, 2023

