

LOAN AGREEMENT

"01" August, 2024

ORIGIN CREATIVES Limited, incorporated in Hong Kong under the registration № 3195962 with address at Suite 1701 - 02A, 17/F., 625 King's Road, North Point, Hong Kong, represented by its Director IURIE COJUCAR hereinafter referred to as the "Lender", on the one part, and

Felicas Ltd, incorporated in Cyprus under the registration № HE 446673 with address at Gladstonos & Filokyprou, 120 Foloune House, 5th floor, Flat/Office E2, 3032, Limassol, Cyprus, represented by its Director Keyfin Management Ltd, hereinafter referred to as the "Borrower", on the other part, referred together herein as the "Parties", separately as the "Party", entered into this Agreement (hereinafter the "Agreement") as follows:

1. SCOPE OF THE AGREEMENT

1.1. Under the present Agreement, the Lender transfers money to the Borrower in the amount of 50 000 (fifty thousand) EUR (hereinafter the "Loan Amount"), and the Borrower shall repay the loan and pay the interest due in the amount and within the terms defined by the Agreement.

1.2. The amount of interest under the present Agreement is 5 (five) % of the Loan amount annually.

1.3. Purpose of the loan is financing of Borrower's operational and business expenses. The Borrower hereby acknowledges and agrees that the primary purpose of the loan extended by the Lender hereunder is to finance the expenditures and operational costs of the Borrower. The Borrower represents and warrants that the Loan shall be used exclusively for the aforementioned purpose and shall not be utilized for any other purpose without the prior written consent of the Lender.

2. PROCEDURE OF GRANTING AND REPAYMENT OF LOAN AMOUNT, PROCEDURE OF SETTLEMENT AND REPAYMENT OF INTEREST

2.1. The Lender transfers to the Borrower the Loan Amount by transferring it to the bank account of the Borrower (provided via email or in writing) within 45 (forty-five) business days from the effective day of this Loan agreement. Banking commission for transaction under this Agreement is paid at the expense of the Borrower.

2.2. Interest on the Loan Amount is paid together with repayment of the loan.

2.3. Interest on the Loan Amount shall be accrued proportionally as from the date following the day of each instalment (if more than one) of the Loan Amount granting up to the date of repayment of such instalment in full or each of its parts.

2.4. The loan is granted to the Borrower till the maturity date July 31, 2025. At the end of the period, specified in this paragraph, the Borrower is obliged to repay the amount of the Loan

Amount to the Lender in full. The Borrower shall repay the Loan Amount by transfer of corresponding funds to the banking account of the Lender, details of which are provided by Lender via email or in writing.

2.5. The date of performance of financial obligations on repayment of the loan amount and interest payment by the Borrower is considered the date of debiting of monetary resources from the settlement account of the Lender.

2.6. The Loan Amount provided by the Lender to the Borrower can be repaid in advance in full or partially.

3. CONFIDENTIALITY

3.1. Terms of this Agreement and the agreements hereto are privileged and confidential.

3.2. The Parties shall take all necessary measures to ensure that their employees, agents and successors did not inform the third parties of the terms of the agreement and its annexes without the prior consent of the other party.

4. DEFAULT

4.1. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

5. SETTLEMENT OF DISPUTES

5.1. The parties shall be aimed at settlement of all possible disputes and disagreements that may arise under this Agreement or in connection therewith through negotiations.

5.2. Disputes arising in the course of execution of this Agreement or in connection therewith, as well as related to its violation, termination or invalidity, shall be settled in the courts of country of the defendant's registration under laws of Cyprus.

6. PROCEDURE OF ALTERATION, PRE-TERM CANCELLATION AND TERMINATION OF THE AGREEMENT

6.1. All alterations and supplements to the Agreement shall be valid if they are prepared in writing and signed by duly authorized representatives of the Parties. Respective supplement agreements of the Parties are an integral part of the Agreement.

6.2. All notifications and notices under the Agreement shall be sent by the Parties to each other in writing or other means of electronic connection.

6.3. The Agreement can be terminated prematurely under mutual agreement of the Parties or in any other manner and on the grounds provided by the legislation of the England and Wales.

6.4. The Agreement shall be terminated upon the full performance of the Borrower's obligations on repayment of the Loan Amount and interest.

7. FINAL PROVISIONS

7.1. The Agreement takes effect from the moment of transfer of the Loan Amount to the bank account of the Borrower.

7.2. This Agreement shall be considered fulfilled under the full and proper performance of the Borrower's obligations on repayment of the Loan Amount and interest due.

7.3. The Agreement is drawn up in English language in duplicate having equal legal force. Each Party has one copy of the Agreement.

7.4. This Agreement shall be interpreted and regulated in accordance with the applicable legislation of Cyprus.

7.5. The applicable law under this Agreement is the law of Cyprus.

7.6. The Lender is entitled to assign his rights under this Agreement to a third party only with the written consent of the Borrower.

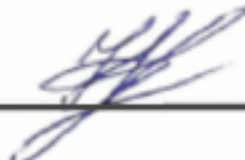
7.7. The Parties confirm that they read this Agreement in full and agree with its content, in witness whereof they have signed this Agreement.

8. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

The Borrower
Felicas Ltd

The Lender
ORIGIN CREATIVES Limited

DocuSigned by:

/Kevin Management Ltd /  /IURIE COJUCAR/