

LOAN AGREEMENT

€ 125,000

Date: December 15th, 2022

The undersigned, **123 Global Media B.V.**, a company incorporated and registered in Curacao with company number 162530, and with its registered office at Kaya Richard J. Beaujon Z/N, Curacao ("**Borrower**"), promises to pay to **Pulger Company S.A.** a company incorporated and registered in Uruguay with company number RUT: 217690830014, and with its registered office at Ruta 8 km 17.500, Zonamerica, Quantum office 503 A 002, 91600, Montevideo, Uruguay the aggregate sum up to **€125,000 (one hundred twenty-five thousand euro)**, together with accrued interest, pursuant to the terms of this Loan Agreement (the "**Agreement**").

FOR VALUE RECEIVED, Borrower, intending to be legally bound, hereby covenants, agrees, and acknowledges as follows:

1. Loan. Subject to and in accordance with this Agreement, its terms, conditions and covenants Lender agrees to make available to the Borrower starting from 15th of December 2022 ("**Loan Date**") a euro credit line facility in the aggregate sum up to **€ 125,000 (one hundred twenty-five thousand euro)** which will be granted by Lender immediately upon verbal requests of Borrower within **3 (three)** calendar days from the Loan Date in whole amount or in installments.

2. Terms. Borrower promises to pay to Lender, in lawful money of the above-mentioned currency, without demand, set off or deduction, the aggregate sum set forth above. This Agreement shall: (a) be made on an unsecured basis, (b) bear interest at a rate of **4 %** per annum, and (c) subject to Section 3, mature for both interest and aggregate sum at the end of **2 (two)** years from the date hereof.

3. Payments. Unless otherwise approved by Lender, all payments of aggregate sum and accrued interest under this Agreement shall be made in immediately available funds by wire transfer pursuant to the wire instructions provided by Lender no later than three business days prior to the payment date. Whenever any payment on this Agreement shall be stated to be due on a day which is not a business day, such payment shall be made on the next succeeding business day and such extension of time shall be included in the computation of the payment of interest of this Agreement.

4. Prepayments. Borrower may prepay this Agreement in full or in part at any time (with interest being paid before aggregate sum and without any penalty or premium) out of the available cash of Borrower.

5. Events of Default. Borrower shall be in default hereunder upon the first occurrence of any of the following events (each, an "**Event of Default**"): (i) if Borrower fails to pay the aggregate amount or interest or any other sum due hereunder on the applicable due date therefor and such failure continues for at least thirty (30) days after written notice from Lender; or (ii) if Borrower shall declare or become subject to any proceeding for bankruptcy or insolvency. Upon the occurrence of an Event of Default hereunder, Lender may, at its option, (i) by written notice to Borrower, declare the entire unpaid aggregate balance of this Agreement, together with all accrued interest thereon, immediately due and payable regardless of any prior forbearance, and (ii) exercise any and all rights and remedies available to it under applicable law.

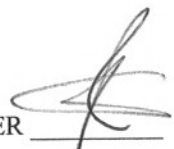
6. Waivers. No delay on the part of Lender in exercising any of its options, powers or rights, and no partial or single exercise thereof, shall constitute a waiver thereof or of any other option, power or right. Lender shall not be deemed by any act or omission to have waived any such right or remedy or any default by Borrower hereunder unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth in such writing. Any such waiver shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy with respect to any other default by Borrower.

BORROWER



1

LENDER



7. Notices. All notices, requests, demands, directions, declarations and other communications provided for herein shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when received by the addressee if sent by a nationally recognized overnight courier or delivery service (receipt requested), or (c) three days after notice shall be deposited with the post office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address set forth on the signature page hereto (in the case of Borrower) or set forth above (in the case of Lender). Borrower and Lender may change their address for notice purposes by giving advance notice hereunder to the other parties in accordance with this Section 7.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Curacao.

9. Bank Details.

Intermediary Bank: JP Morgan Chase Bank N.A. Ciudad: New York Swift code: CHASUS33
ABA: 021000021

Beneficiary Bank: Banco Itaú Uruguay S.A. Luis Bonavita 1266, piso 10, Montevideo, Uruguay
Swift code: ITAUUYMM RUT: 215393460011

Final beneficiary: Pulger Company S.A, y CC dolars 2487123

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written and signed September 2024.

BORROWER:

123 Global Media B.V.

By: 
Gouloud Hammoud on behalf of
Guardian Corporation Curacao B.V.
Corporate Director "A"

LENDER:

Pulger Company S.A

By: 

Gonzalo Rodriguez Director.