CREDIT LINE AND LOAN AGREEMENT № 1

This Credit Line and Loan Agreement is made on January 2nd, 2025 between

EDGARS RUBENBERGS, an individual holding a valid passport issued by the Government of Latvia with passport number LV5622377, residing at 41-60, Talsu Street, Liepaja, LV-3414 (hereinafter referred to as the "**Financier**" which expression shall where the context here of so admit include its successors and assigns)

and

POINDER B.V., a limited liability company incorporated and registered in accordance with the laws of Curacao (company number: 166111) and having its registered office at Z/N, ZUIKERTUINTJEWEG, WILLEMSTAD, Curacao (hereinafter referred to as the "**Company**" which expression shall where the context hereof so admits include its successors and assigns).

Each hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

I. Company does not have sufficient funds for conducting business activities (hereinafter shall be referred to as the "**Purpose**");

II. The Financier has at the request of the Company agreed to enter into the agreement hereof with a view to opening a Credit Line upon the terms and conditions hereinafter contained.

NOW THEREFORE IT IS AGREED AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Financier agrees to make available to the Company a loan facility in the amount of EUR 100,000 (one hundred thousand) (hereinafter referred to as the "**Loan**"), which shall be used exclusively for the Purpose.

The Company may withdraw funds from the Loan in multiple tranches, as needed, up to the agreed maximum amount. The Loan may be disbursed either by the Financier directly or by a third party instructed by the Financier.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED:

a) **Maturity and Repayment of the Loan**

In consideration of the Loan, the Company undertakes to repay the total Loan to the Financier free from any legal or equitable right of set off or any charge but with interest at the rate of 3 % per annum to be accumulated and become due and payable together with the principal Loan amount at the expiry of 3 (three) years from the date hereof or immediately on demand after that date.

b) **Interest and Recapitalization Opportunity**

The Financier reserves the rights to demand immediate repayment of the loan before the maturity date if: (a) it comes to the knowledge of the Financier that the Purpose is unlikely to be achieved in the foreseeable future and (b) the Purpose is not achieved within the set timeframe.

Additional rights of the Financier

The Financier has the right to request from the Company a detailed report stating the full information how the Loan shall be used by the Company.

Request for Disbursements, Demands and Notices

A Request for disbursement of the Loan or a demand or notice by the Financier under this agreement shall always be in writing and shall be deemed to have been properly served on the Company and vice versa if served:

a. Personally
b. By first class letter post, telex or fax addressed to the other party at or by delivery to its usual or last known place of abode or by email.

Prepayments

The Borrower shall be entitled to prepay the received amount of the Loan and all accrued interest thereon.

Insolvency

In the event of the Company's insolvency arising from distress or execution either by virtue of a Court Order, Decree or process or by appointment of a Receiver or other process of liquidation, the total sums outstanding by virtue of this agreement shall immediately fall due and become payable and the Financier shall have a first charge over, and by this agreement it is agreed that the Financier shall priority in respect of all the net assets of the Company after deducting any overriding interests thereover.

Validity or 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.

Governing Law

This Agreement shall be governed by the Laws of Curacao.

Unless the context otherwise requires:

a. The singular includes the plural and vice versa.

b. References to the masculine gender include references in the feminine gender or neuter gender and vice versa.
c. The expression the Financier and the Company include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them.
d. The Clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
e. Any reference to a clause or paragraph or a schedule is to one in this agreement so numbered or named.

IN WITNESS whereof, the Parties have hereunto set their hand this January 2nd, 2025.

SIGNED for and on behalf of the Financier

Edgars Rubenbergs

SIGNED for and on behalf of the Company

C. Godschalk
IGA Trust BV (Apr 15, 2025 13:55 GMT+1)

IGA TRUST B.V., Director

02.01.25 - CREDIT LINE AND LOAN AGREEMENT - E.RUBENBERGS - POINDER - SIGNED RUBENBERGS

Final Audit Report 2025-04-15

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