LOAN AGREEMENT

Dated 06.01.2025

BETWEEN

VIKTORIIA BURYMSKA, an individual holding a valid passport issued by the Government of Ukraine with passport number GA901100, born 07 March 1990, residing at 7, PRIVABLIVA, Apt. 23, 50083, Ukraine, hereinafter referred to as the “**Lender**”,

AND

MYSTIC GLITTER B.V., a company organised and existing under the laws of Curaçao, with registration number 166110, registration date 24-01-2024, with registered address at Abraham Mendez Chumaceiro Boulevard 03, Curaçao, hereinafter referred to as the **“Borrower”**, represented by the director VIKTORIIA BURYMSKA, and

collectively hereby referred to as “the Parties” or separately as the “Party”, have entered into this Loan Agreement on the following terms:

1. SUBJECT OF THE AGREEMENT

1.1. Provision of the Loan

In accordance with terms and provisions set forth herein the Lender shall provide a loan to the Borrower in the maximum principal amount up to **USD 100,000 (one hundred thousand United States dollars)**, which shall be used as business development for the company (hereinafter the **“Loan”**).

The Borrower shall have the right, at its sole discretion, to withdraw funds from the Loan up to the maximum principal amount specified herein, as and when needed.

The Borrower undertakes to accept the Loan and to repay to the Lender all received principal amount of the Loan and all accrued interest thereon within the period of time stipulated herein.

2. DRAWDOWN OF THE LOAN

2.1. The Loan referred to in Section 1.1 shall be available for multiple drawdowns, at the Borrower’s discretion, up to the total principal amount of **USD 100,000 (one hundred thousand United States dollars)**.

2.2. Each disbursement of the Loan, in whole or in part, shall be deemed made on the date the respective amount is debited from the Lender’s bank account.

3. REPAYMENT AND LOAN INTEREST RATE

3.1. Repayment of the Loan

The principal amount of each disbursement of the Loan shall be repaid in full by the Borrower within **three (3) years** from the relevant disbursement date.

For avoidance of doubt, all outstanding amounts under the Loan (principal and accrued interest) shall be fully repaid no later than **07 January 2028**, unless repaid earlier in accordance with Section 3.3.

Any amount repaid cannot be borrowed again.

3.2. Loan Interest Rate

The Borrower undertakes to pay interest on the received principal amount of the Loan at the rate of **4% per annum**, from the date of disbursement of the principal amount of the Loan or any part thereof until full repayment.

Interest on all outstanding amounts under the Loan shall accrue daily and shall be calculated by the Lender at this fixed annual rate. Interest shall accrue on the received amount of the Loan and shall be payable together with the principal amount. Interest is accrued on the basis of **365 days per year** for the actual number of days elapsed.

3.3. Prepayments

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

4. PAYMENTS

4.1. The total amount payable by the Borrower to the Lender in respect of the Loan shall be the aggregate of the principal amount of the Loan and including also, interest due thereon as specified in this Agreement and the additional fees, costs and charges referred to in this Agreement (including costs and charges arising by reason of any default by the Borrower).

4.2. All repayments and payments by the Borrower hereunder shall be made, without set-off or counterclaim, in **USD** to such account of the Lender as the Lender may from time to time notify to the Borrower.

4.3. Where any payment under the Loan Agreement falls due on a day which is not a Business Day, it shall be made on the next succeeding Business Day.

5. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender that:

5.1. it is a legal entity duly organised and registered under the laws of **Curaçao** with power to own its own assets, to conduct its business, to enter into this Agreement and to exercise its rights and perform its obligations thereunder and all corporate and other action required to authorise its execution of this Agreement and its performance of its obligations thereunder has been duly taken; and

5.2. the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on it in accordance with the terms thereof; and

5.3. the representations and warranties referred to in this Section 5 shall survive the execution of this Agreement and shall be deemed to be repeated on each day on which the Loan remains outstanding by reference to the facts and circumstances for the time being then pertaining.

6. DEFAULT

6.1. Any of the following events or circumstances shall constitute an Event of Default hereunder

(a) if the Borrower defaults in the repayment on the due date thereof of any amounts due to be paid by the Borrower to the Lender pursuant to the terms of this Agreement and such default continues for a period of **10 calendar days**;

(b) if an application is presented or an effective resolution is passed for the liquidation or winding-up of the Borrower;

(c) if any bankruptcy or other similar proceedings shall be initiated by or against the Borrower, or a receiver or manager shall be appointed over the assets or undertaking of the Borrower;

(d) if any distress, execution or other process shall be levied or enforced or sued out upon or against any of the assets of the Borrower and the same shall not be removed or discharged or paid out within **45 calendar days**;

(e) if the Borrower shall stop or threaten to stop payment of capital or interest under any agreement or shall cease or threaten to cease to carry on its business or substantially the whole of its business;

(f) if the Borrower fails for **20 calendar days** to perform or satisfy any other material condition, undertaking or agreement herein stated to be performed or satisfied by it.

6.2. Upon the occurrence of any Event of Default as defined in Section 6.1 above:

(a) the Lender will cease to have any obligation to provide further financing under this Agreement; and

(b) the entire amount due under this Agreement shall become immediately due and payable together with all accrued interest and charges upon first demand being made by the Lender.

7. ASSIGNMENT

7.1. This Agreement shall be binding and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, provided, however, that the Borrower may not assign any of its obligations or rights under this Agreement without the prior written approval of the Lender.

7.2. The Lender may grant participation in all or any part of the Loan to any third person. The Lender may transfer all or a part of its rights or obligations under this Agreement to any third person.

8. FORCE MAJEURE

8.1. The Party shall not be held liable for failure to fulfil obligations hereof in part or in full if such non-performance is the result of force majeure circumstances, occurred after execution of this Agreement, which a Party could neither foresee nor prevent by any reasonable means, provided that such Party shall immediately notify the other Party in writing on occurrence of force majeure circumstances.

8.2. Force majeure shall mean circumstances beyond reasonable control of the Parties including actions of state and/or municipal agencies, adoption of laws of prohibitive character, wars, disturbances, strikes, as well as acts of God (floods, fires, earthquakes, epidemics, landslides, etc) which result in impossibility to perform obligations hereunder.

8.3. In case force majeure lasts for more than 2 months, any of the Parties shall be entitled to terminate this Agreement upon notifying the other Party with this respect in writing 30 calendar days in advance.

9. APPLICABLE LAW AND ARBITRATION

9.1. This Agreement shall be governed by and construed in accordance with the laws of **Curaçao**.

9.2. Any dispute, controversy or claim arising out of this Agreement or relating to it, that cannot be resolved through discussion and consultation among the representatives of the Parties, shall be referred to the final settlement to the courts of **Curaçao**.

10. MISCELLANEOUS

10.1. If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

10.2. A certificate by any director, secretary or manager of the Lender as to the amount due from the Borrower hereunder or the amount of any interest, fees or other sums owing hereunder shall save for manifest error be conclusive evidence thereof.

10.3. All rights of the Lender contained in this Agreement are in addition to all rights vested or to be vested in the Lender pursuant to the applicable law.

10.4. Any notice or demand to be given under this Agreement shall be in writing and shall be effective and shall be deemed to have been duly given if sent by hand or by courier immediately upon delivery, or if sent by prepaid ordinary mail to the Parties' registered addresses or such other address of the Party as may be advised in writing to other Party, at the expiration of 20 Business Days after the date of posting.

10.5. Any amendment or supplement hereto shall be effective if made in writing and duly signed by the authorised representatives of the Parties.

10.6. This Agreement is executed in two original copies in English language; one original copy for each of the Parties.

SIGNATURES OF THE PARTIES

For the Lender	For the Borrower
_______________	_______________
VIKTORIIA BURYMSKA	VIKTORIIA BURYMSKA, Director of **MYSTIC GLITTER B.V.**

MYSTIC GLITTER B.V. CURAÇAO Registered On 24 January 2024 Registration No. 156110