

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 06th day of May, 2023

BETWEEN:

RBOS of Islington High St, London N1 9LQ, UK (the "Lender")
OF THE FIRST PART

AND

NewSnowStartup of Six Pancras Square, 6 Pancras Sq, London N1C 4AG, UK (the "Borrower")
OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan £205,700.00 GBP to the Borrower, and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 3.50 percent per annum, calculated monthly not in advance, beginning on 27 September 2024.

Payment

2. This Loan will be repaid in consecutive monthly instalments of principal and interest commencing on 28 September 2024 and continuing on the twenty-eighth of each following month until 29 September 2028, with the balance then owing under this Agreement being paid at that time.

3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

4. 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.

Governing Law

5. This Agreement will be construed in accordance with and governed by the laws of the Country of Wales.

Costs

6. The Borrower shall be liable for all costs, expenses, and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Binding Effect

7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment,

protest, and notice of protest.

Amendments

8. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

9. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

General Provisions

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

11. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 06th day of May, 2023.

SIGNED, SEALED AND DELIVERED

by RBOS in the presence of the below named Solicitor, the effect of the above written loan agreement having been explained by me to RBOS before the execution of it, this 06th day of May, 2023.

Solicitor of the Senior Courts of England and Wales
Solicitor's Name: Edward Thompson
Solicitor's Address: 14 Chancery Lane, London WC2A 1HL

RBOS
Per:
(SEAL)

SIGNED, SEALED AND DELIVERED

by NewSnowStartup in the presence of the below named Solicitor, the effect of the above written loan agreement having been explained by me to NewSnowStartup before the execution of it, this 06th day of May, 2023.

Solicitor of the Senior Courts of England and Wales
Solicitor's Name: Amanda Stevens
Solicitor's Address: 22 Fleet Street, London EC4Y 1AA

NewSnowStartup
Per:
(SEAL)