Loan Agreement

October 22, 2025

| This Loan Agreement (the "Agreement") is made and entered into as of (the |
|---|
| "Effective Date"), by and between: |
| ("Lender"), a company incorporated under the laws of |
| with its registered office at; |
| AND |
| ("Borrower"), a company incorporated under the laws of |
| with its registered office at |
| |
| 1. Loan Principal |
| The Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender, |
| the principal sum of (the "Loan"). |
| |
| 2. Interest |
| 2.1 The Loan shall bear interest at a rate of% per annum. |
| 2.2 Interest shall be calculated on the basis of a 360-day year and the actual number of days |
| elapsed. |

3. Term and Repayment

| 3.1 | The term of the Loan shall be months/years from the Effective Date. | | | | | | |
|---|--|--|--|--|--|--|--|
| 3.2 | The Borrower shall repay the Loan in equal installments of principal plus accrued | | | | | | |
| | interest, payable on the day of each month, commencing on | | | | | | |
| 3.3 | 3.3 The final payment shall include all outstanding principal and accrued interest. | | | | | | |
| | 4. Security | | | | | | |
| , | The Loan shall be secured by (the "Security"). The Bor- | | | | | | |
| rowe | r shall execute all necessary documents to perfect the Lender's security interest in the Security. | | | | | | |
| | | | | | | | |
| | 5. Prepayment | | | | | | |
| 5.1 | The Borrower may prepay the Loan in whole or in part at any time upon days' | | | | | | |
| | prior written notice to the Lender. | | | | | | |
| 5.2 Any prepayment shall include all accrued interest and a prepayment fee of | | | | | | | |
| | | | | | | | |
| 6. Events of Default and Acceleration | | | | | | | |
| 6.1 | The following shall constitute events of default: | | | | | | |
| | (a) Failure to make any payment when due; | | | | | | |
| | (b) Breach of any covenant or representation; | | | | | | |
| | (c) Insolvency or bankruptcy proceedings; | | | | | | |
| | (d) Any material adverse change in the Borrower's financial condition. | | | | | | |

| 6.2 | Upon an event of default, | the Lender may | declare all | outstanding | amounts i | mmediately | due |
|-----|---------------------------|----------------|-------------|-------------|-----------|------------|-----|
| | and payable. | | | | | | |

7. Fees and Taxes

| 7.1 | The Borrower | shall pay al | 1 taxes, | duties, | and | governmental | charges | relating to | this A | Agree- |
|-----|--------------|--------------|----------|---------|-----|--------------|---------|-------------|--------|--------|
| | ment | | | | | | | | | |

7.2 The Borrower shall reimburse the Lender for all reasonable legal and administrative expenses.

8. Dispute Resolution

| 8.1 | Any dispute shall first be submitted to mediation in | |
|-----|---|---|
| 8.2 | If mediation fails, the dispute shall be resolved by arbitration under the rules of | _ |

8.3 The prevailing party shall be entitled to recover reasonable attorney's fees.

9. General Provisions

- 9.1 This Agreement constitutes the entire agreement between the parties.
- 9.2 Any amendment must be in writing and signed by both parties.
- 9.3 This Agreement shall be governed by the laws of _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

| For and on behalf of Lender | For and on behalf of Borrower | | | |
|-----------------------------|-------------------------------|--|--|--|
| Name: | Name: | | | |
| Title: | Title: | | | |
| Date: | Date: | | | |