



Continental Management Group LLC

Seventh Floor, West Tower, Bahrain Financial Harbour,,
King Faisal Highway, Manama,P.O. Box: 26312 Kingdom of Bahrain
Phone: +973.16171214. Email: info@cmgroupbahrain.com

12-05- 2023.

Loan/Contract Agreement

This agreement is made and on the date above written by and between:

Mr. Al Mohamed Saaef Kamel

President, Continental Management Group Of Companies.

Hereinafter referred to as First Party/Limited partner.

A Financial Investor, who would like to make an investment loan under the trusteeship of the Second Party for an amount of (\$41,515,000.00) Forty one million five hundred and fifteen Thousand Dollar

AND

Mr Jae-Hoon Jang CEO/PRESIDENT DATAgene, Inc.
Republic of Korea

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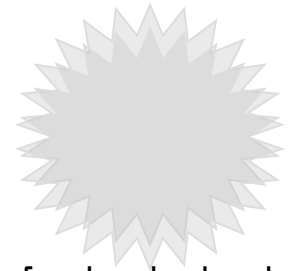
(Hereinafter referred to as "Second Party")

Now, therefore, in consideration of the foregoing facts, and the mutual representations and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

The First Party hereby agrees to the following terms and conditions of business funding, and confirms the funds will be clean, clear and legal; they are available for consummation, the said transaction by execution of this agreement and the agreed procedures.

ARTICLE 2: Terms and Conditions for the offered Partnership



A) Currency: Legal United States Dollars or Euros

B) Total Amount of Investment Cost: (\$41,515,000.00) Forty one million five hundred and fifteen Thousand Dollar, Payable to the account of the Second Party. The fund will be made available to the second party's account upon meeting with the financial mandate of the first party and confirmation of the second party's eligibility in handling the proposed funds.

C) Allocation of Profits: That the first party shall be entitled to an annually ROI of 1.% and should be paid starting in a period not later than 2 Years after full acknowledgement of the whole investment fund in the second party's account.

ARTICLE 3:

The recitals set forth above constitute an integral part of this Agreement at all times and considered as a fundamental condition to execute it.

ARTICLE 4: PURPOSE OF THIS AGREEMENT

The purpose of the present agreement is to define the contractual relationship between the First Party and the Second Party, whereas the First Party invests in the desired business of the second party **Jae-Hoon Jang DATAgene, Inc. Republic of Korea**

The Second Party hereby declares that he is determined to accept the funds (\$41,515,000.00) Forty one million five hundred and fifteen Thousand Dollar from the funds offered by the First Party, in order to successfully finance and implement the aforementioned Business.

ARTICLE 5: RIGHTS GRANTED

a) The First Party will not interfere with the Second Party's investment plan and Business activities. Its concern is mainly that the Second Party fulfills its obligation as stated in this agreement.

b) The Second Party hereby accepts to use and invest the above-mentioned fund in his under the terms of this agreement. The First Party will transfer the offered funds in the amount of (\$41,515,000.00) Forty one million five hundred and fifteen Thousand Dollar to the account of the second party in **Korea.**

ARTICLE 6: PURPOSE OF THE RAISED FUNDS.

The provision of the fund is to enable the Second Party to make a direct investment in his desired business transaction as well as do any other business he deemed necessary anywhere in the world.

ARTICLE 7: DUTIES OF THE FIRST PARTY


a) To make available to the Second Party, the sum of (\$41,515,000.00) Forty one million five hundred and fifteen Thousand Dollar, by wire transfer or bank draft on a scheduled meeting with the Second Party, or his designee, in a meeting that will be held in **Malaysia** or **Holland**

b) To confirm that the Second Party is legally entitled to enter in such business arrangement with him and to make sure that the fund released is judiciously put into the intended business.

c) To make sure that the necessary transaction documentation is obtained by the second party at the close of the meeting/transaction.

d) To ensure that the fund is released and necessary authorizations are made as when needed by the Second Party provided he abide by the terms of the transaction.

ARTICLE 8: DUTIES OF THE SECOND PARTY

- a)** To provide a valid documents to ensure the safety of the funds before any wire transfer to the second party's account
 - b)** To handle Insurance protocols which will help indemnify the first party at the breach of the agreement by the second party.
 - c)** To ensure prompt utilization of funds authorized by the First Party, up to the total sum needed for each, to be used solely for the business activities previously described in this agreement.
 - d)** To acknowledge the availability of the fund and to confirm the ability of the First Party to finance the deal.
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ARTICLE 9: APPLICATION LAW.

This Agreement shall be construed and enforced under the laws of European Union/Asia.

ARTICLE 10: DURATION OF THIS AGREEMENT

- a)** The present agreement shall be effective till the date that the investment fund of (\$41,515,000.00) Forty one million five hundred and fifteen Thousand Dollar, is transferred, processed and confirmed by the both parties and confirmed to be available in the account of the Second Party.
- b)** Afterwards, this Agreement shall be renewed by tacit consent for Equal Period, unless previously terminated by either party three months prior to the expiration of any of the following renewal period(s).
- c)** Any termination of the present Agreement shall not impair any rights or remedies of any party hereto neither accrued prior to the termination nor relieve any party of its obligations accrued prior to such termination, provided neither party is in default and the termination is in mutual agreement.

d) After 15 years from the date of acknowledgement of fund in account, the First Party will have the option to offer to remain in this venture or choose to dispose off his ownership right in the venture.

ARTICLE 11: EXPIRATION AND CANCELLATION

Non- Disclosure: Each Party agrees not to disclose or otherwise reveal to any Third Party the identities, addresses, telephone numbers, patent right, facsimile numbers, E-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party except where legally required.

Terms: This Agreement is valid for the following term: (15) years from the date of signing of this agreement.

Parties bound: This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees, Agents Representatives, Officers, Independent Contractors, Shareholders, Principals and other third Parties abide by the provisions of this Agreement.

Notice: All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by telecopy or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice herein. Notice shall be considered to have been given by fax, email attachment or scanning of the documents.

Language: The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against any of the Parties, and it is agreed that the English language shall be used in all cases.

Severability: Should any portion of this Agreement be declared invalid or unenforceable, and then such portion shall be deemed to be several from this Agreement and shall not affect the remainder hereof.

Integration: This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms.

Amendments: Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

Waiver: No waiver or default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this agreement by any party shall not be considered to be waiver of renders unnecessary consent or approval of said party of any subsequent or similar acts or omission.

Arbitration: This Agreement shall be governed by the laws of **Europe** and **Asia** that are applicable to agreements executed and to be wholly performed therein and shall not be modified except by a written document executed by both parties hereto. And the specific place of arbitration shall be Europe. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subject matter hereof. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever. Any controversy or claim arising out of or in relation to this Agreement or validity, construction or performance of this or the breach thereof, shall be resolved by arbitration before legal action is taken. In case of legal action, the First Party will be responsible for all legal costs.

Attorney's Fees: If any party files any action or brings any proceeding against other arising from this agreement the United European fee structure will apply.

Relationship: The Parties here first and second are been deemed to be Partners and no Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement.

Force and Effect of Documents: The Parties hereto agree that a signed Telefax, scanned email copy or other facsimile copy of this Agreement shall have the full force and effect as the original of this document.

The subscribing parties hereby acknowledge that they have reviewed all the aforementioned terms and conditions with their legal advisors and fully understand its contents and bindingly agree to execute the terms of this MOU.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their authorized signatories.

SIGNED AND SEALED BY BOTH PARTIES:

FIRST PARTY

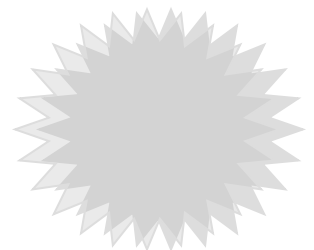
NAME: Mr. Al Mohamed Saaef Kamel

OCCUPATION: Venture Capitalist/Business man

ADDRESS : Seventh Floor, West Tower, Bahrain Financial Harbour,,
King Faisal Highway, Manama,P.O. Box: 26312 Kingdom of Bahrain

COUNTRY: Bahrain

Signature-



12-05-23

FIRST PARTY LEGAL WITNESS:

Signature... 

SECOND PARTY

Name: **Mr Jae-Hoon Jang** CEO/PRESIDENT DATAgene, Inc. Republic of Korea

Project: STARbeat (AIaaS, personal data trading social platform)

Contact: +82 -10 - 7236-5850

Address: 47, Digital-Ro 9-gil, Geumcheon-gu, Seoul, 08511
S. KOREA

Signature:  

Date: May 12th 2023

WITNESS:

Name:

Contact Address:

Please fill in the blank space in handwriting!!!