

# CONFIDENTIAL

**Contract Agreement number: GCI/DI/45M/USD/UK/COL/23**

## THE LOAN AGREEMENT BETWEEN GREEN CAPITAL INVESTMENT LIMITED AND DATAGENE INCORPORATION

This Loan Agreement ("Agreement") is made and entered into on 18<sup>th</sup> of September, 2023 between: GREEN CAPITAL INVESTMENT with address at 12a White Friars, Chester, Cheshire, CH1 1N, United Kingdom (the "First Party") and Datagene Incorporation having his address at No. 11, Wonhyo-Ro 9ogil The Prime Bld, 16f #1607, Yongsan-Gu, Seoul, 04315 Republic of Korea. (the "Second Party" and together with the First Party, the "Parties").

Whereas the First Party is a Business Group and Financial Investor, who would like to make a loan (the "Loan") to the Second Party for an amount **\$45,063.000.00 (Forty-Five Million Sixty-Three Thousand United States Dollars)** and whereas the Second Party is willing to accept the Loan and the First Party is prepared to co-operate with the Second Party in that respect subject to the terms and conditions of this Agreement.

### RECITALS

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

- 1.1 The recitals set forth above constitute an integral part of this Agreement at all times and are considered a fundamental condition for its execution.

**ARTICLE 2:** PURPOSE OF THIS ADDENDUM "AGREEMENT"

2.1 The purpose of the present agreement is to define the Contractual relationship between the First Party and the Second Party.

**ARTICLE 3:** AMOUNT AND ADVANCE OF LOAN

3.1 Subject to the terms and upon the conditions set forth herein, throughout the duration of this Agreement, the First Party hereby agrees to loan to the Second Party the principal amount of \$45,063.000 (Forty-Five Million Sixty-Three Thousand United States Dollars) which will be disbursed in one single tranche at the transaction closing (as defined below) and the Second Party hereby agrees to receive the said funds.

**ARTICLE 4:** PURPOSE

4.1 The provision of the Loan is to enable the Second Party to establish Fintech and build G-Signal, the revolutionary financial trading model.

**ARTICLE 5:** DUTIES OF THE FIRST PARTY

The duties of The First Party, under the terms and conditions of this Agreement shall be as follows:

5.1 To provide the Loan in the amount of \$45,063.000 (Forty-Five Million Sixty-Three Thousand United States Dollars) to the Second Party in accordance with Section 3.1

5.2 The First Party represents and warrants to the Second Party that (i) it is a company duly qualified to carry on business under the laws of the jurisdiction of its incorporation, (ii) it has the authority to execute and deliver this Agreement, and (iii) it has the power, capacity and authority to perform and observe all of its obligations hereunder. The First Party hereby confirms that it operates in compliance with applicable laws and the Loan funds are clean with no criminal origin.

The Second Party shall repay the principal portion of the Loan, together with a 3% interest per year, non-compounded, on the Tenth anniversary of the date of this Agreement or such later date as the Parties may agree upon in writing (the "Maturity Date"). The principal amount will be returned at the end of the Tenth year, with an option to convert the Loan amount into an equity minority stake upon

the Maturity Date based upon fair market value of the equity of the Second Party at that time (as assessed by one of the big four auditing companies) if the principal amount is not paid on the Maturity Date. The First Party hereby confirms that apart from the interest payable on the Loan, there are no additional costs or fees payable by the Second Party about the Loan, including but not limited to introduction or finder's fees, due diligence fees, retainer fees or any other administrative fees.

5.3 The First Party hereby grants to the Second Party a 24-months grace period from the date the Loan is advanced (the "Interest Free Loan Period") before Loan interest becomes due and payable. At the end of the Interest Free Loan Period, interest for the first 24 months is to be repaid to the First Party in accordance with the interest repayment schedule as stated hereto as Schedule 1. Which is attached to the loan agreement as requested. After the Interest Free Loan Period, interest will be payable each year as set out in Schedule 1. The interest on the investment shall be accrued at the rate of 3% per annum and shall be calculated at a daily rate of 1/365th of the yearly interest rate that the loan bears in which the Second Party will start paying the interest on the loan in the third year.

5.4 All payments to be made by the Second Party to the First Party hereunder will be made to and in the name of the First Party to an account owned and designated by the First Party. The Loan shall be advanced by the First Party to the Second Party by wire transfer or electronic deposit to an account as the Second Party may designate in writing after signing of the hard copies of this addendum at the closing meeting.

5.5 The Second Party may pre-pay some or the entire Loan amount without prepayment penalty at any time prior to the tenth anniversary of this Agreement. In the event of pre-payment, the Second Party will provide the First Party four weeks' written notice of the Second Party's intent to prepay the Loan.

5.6 The exercise of the option to convert the principal amount of the loan will be triggered solely by the non-payment of the principal by the Second Party and after a contract extension has not been accepted by the First Party that will consider this possibility in a first instance. The conversion deal including interest held as a result and amounts converted will be documented pursuant to an agreement between the Parties.

## **ARTICLE 6: DUTIES OF THE SECOND PARTY**

The duties of The Second Party, under the terms and conditions of this Agreement shall be as follows:

6.1 The Second Party represents and warrants to the First Party that (i) it is a company duly qualified to carry on business under the laws of the jurisdiction of its incorporation, (ii) it has the authority to execute and deliver this Agreement and (iii) it has the power, capacity and authority to perform and observe all of its obligations hereunder.

6.2 The Second Party will provide the First Party with any needed documents pertaining to the Second Party for due diligence purposes.

6.3 Both Parties shall maintain a high level of transparency. The Second Party shall abide by and follow the directives of the First Party prior to funding, all in accordance with applicable laws.

6.4 The Parties acknowledge that the visiting, inspection and Due Diligence charge by the independent USA Consultant and should be paid by the Second Party. The Due Diligence charges is the full responsibility of the Second Party and upon the Second Party accepting this agreement, the First Party will issue a commitment letter of intent to the Second Party to allow the Parties to move ahead with the loan procedures. In the event the commitment letter is unacceptable to the Second Party, the Second Party shall be allowed to terminate this agreement with no further obligation to the First Party.

6.5 The Parties acknowledge and agree that the Loan does not entitle the First Party to any right to participate in the business activities of the Second Party, and for greater certainty, the First Party is not allowed to interfere at any time or claim any right to do so.

## **ARTICLE 7: MISCELLANEOUS PROVISIONS**

7.1 This Addendum/Agreement may be amended only by a written document signed by both parties or by their duly authorized representatives.

7.2 In the event that this agreement is translated into any other language, the English language hereof shall govern.

## **ARTICLE 8: EVENTS OF DEFAULT**

Each of the following shall constitute an event of default under this agreement:

8.1 Reimbursements: Failure of the Second Party to work in accordance with the provisions of the commitment letter shall be an event of default.

8.2 False Statements: Any warranty, representation or statement made or furnished to First Party by or on behalf of Second Party under this agreement or related documents that is false or misleading in any material respect either now or at the time made or furnished.

8.3 Insolvency: Second Party's insolvency, appointment of receiver for any part of Second Party's property, any assignment for the benefit of creditor of Second Party, any type of creditor workout for Second Party, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Second Party.

8.4 Other Defaults: Failure of Second Party to comply with or to perform any other term, obligation, covenant or condition contained in this agreement or in any of the related documents between First Party and Second Party.

8.5 If any event of default shall occur, all commitments of First Party under this agreement immediately will be terminated (including any obligation to make loan advances) and the remaining outstanding balance of the loan will become immediately due and payable.

## **ARTICLE 9: CONFIDENTIALITY**

The parties hereto agree to respect the confidential nature of information which they receive during the term of this agreement, including information concerning the sale, distribution, financial statements or banks accounts information of the company or the signature of this agreement, and they undertake to keep such information strictly confidential during the said term and after the termination.

## **ARTICLE 10: GOVERNING LAW AND JURISDICTION**

10.1 All disputes concerning the validity, the interpretation or the performance of Agreement shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said rules. The seat of such arbitration shall be London and the language of such arbitration shall be English.

10.2 This Addendum/Agreement and any matters arising out of or relating in any way to this Agreement shall in all respects be governed and construed in accordance with the laws of England, UK and USA.

This Agreement may be executed in any number of original counterparts, with the same effect as if all the Parties had signed the same document and will become effective when one or more counterparts have been signed by all of the parties and delivered to or when a true copy of a signed counterpart has been delivered by facsimile transmission or electronic (including Portable Document Format), to the other Party. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the first above written and only one of which need be produced for any purpose.

Executed 18<sup>th</sup> September, 2023

**GREEN CAPITAL INVESTMENT LTD**

**DATAGENE INCORPORATION**

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Peter Anthony O'BRIEN  
(Managing Partner)

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Jae-Hoon Jang  
(CEO/Representative)

**Witnessed by:**

*S [Signature]*

