**LOAN AGREEMENT**

Entered into in Warsaw on 1st of January 2020 by and between:

**iPayDNA Philippines International, Inc.** seated at 22/F Multinational Bancorporation Centre, 6805 Ayala Avenue, Makati City 1226, Philippines, hereinafter referred to as “**the Lender**”

and

**GameCode Sp. Z o. o.** seated at Swieradowska 47 in Warsaw, Poland, Postal code: 02-662, with the Company OD 0000674374, represented by Maciej Hanski – President of the Board, hereinafter referred to as “**the Borrower**”,

The Lender and the Borrower are hereinafter jointly referred to as “**the Parties**”.

The Parties agreed as follows:

**1  
Loan**

1. Under the conditions laid down in this Agreement, the Lender transfers on the Borrower the ownership of the amount of 44,491.00 ( forty four thousand four hundred ninety one), USD, hereinafter referred to as **“Loan”,** and the Borrower undertakes to pay the Lender the amount of 44,491.00 ( forty four thousand four hundred ninety one) USD, on the due date of return of the loan.
2. Loan is granted to finance economic activities of the Borrower in accordance with his presentation.

**2**

**Payment of Loan**

1. Payment of the loan will be made in one tranche, until 5th of the January 2020, by bank transfer to the bank account indicated by the Borrower below:  
     
    Bank Name: Bank Polska Kasa Opieki S.A (PEKAO SA)  
    SWIFT: PKOPPLPW

Account Number: GameCode Sp. Z o. o.  
 Company ID: 0000674375  
 Address: Swieradowska 47, Warsaw, 02-662 Poland  
 Amount: 44,491.00 USD  
 Title of Transfer: umowa pozyczki 1/2020

1. As a day of disbursement of the Loan, te parties hereto consider the date of debiting the bank account of the Lender.

**3  
Interest Rate**

1. The Loan interest rate is fixed and is 4% (four percent) pex annum.
2. Interest will be charged on the basis of actual number of days that have elapsed and the year consisting of 360 days, including the first day of charging interest, but with the exception of the last.
3. Interest will be payable upon repayment of principal amount of the Loan.

**4  
Repayment of Loan**

1. The Agreement is entered into for the time unspecified.
2. The Agreement may be terminated by the Lender upon a 3-month notice in writing with the notice period starting at the end of a calendar month when notice was given. The parties exclude the possibility of termination of this Agreement by the Lender during the first thirty six (36) months of its duration.
3. Repayment of the loan will be made by the bank transfer to the bank account indicated by the Lender. This term is reserved for the benefit of the Borrower.
4. As a day of repayment of the Loan, payment parties consider the date of crediting the bank account of the Lender or the Lender’s written notice to confirm repayment of the Loan.

**5.  
Final Provisions**

1. Terms and conditions of this Agreement and their interpretation shall be governed by the Polish law.
2. Any matters not provided for herein shall be governed by the Polish Civil Code.
3. Should any provisions of this Agreement become invalid due to some generally binding legal regulation, other provisions shall remain in full force and any invalid provision shall be forthwith implemented according to the law in force with interpreting it in accordance with the intent expressed herein by the parties hereto, and especially with their intent expressed in the invalid provision.
4. Any disputes shall be solved amicably. Should the parties hereto fail to reach agreement, any disputable matter shall be submitted for resolution by a common court of competent jurisdiction for the registered office of the Borrower.
5. This agreement has been made two languages: Polish and English. In the event of doubts, the polish Version shall prevail.
6. All costs Associated with the Loan in particular the tax on civil law transaction shall covered by the Borrower.
7. This Agreement has been made in two originals, one for each Party Hereto.

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 Lender Borrower