

LOAN AGREEMENT

(Loan Agreement pursuant to § 657 et seq. of the Civil Code)

Lender:

- First name and last name:
- Residence:
- Date of birth:
(Hereinafter referred to as the "Lender")

Borrower:

- First name and last name: **Pavol Nemeš on behalf of Nemesys s.r.o.**
- Permanent residence: **Hlavná 39, Černík, 941 05**
- Date of birth: **28.09.1969**
(Hereinafter referred to as the "Borrower", and collectively as the "Contracting Parties")

Article I - Subject of the Loan Agreement

The subject of this loan agreement is the lending of money in the amount of (in words:) to the Borrower by the Lender under the conditions specified in this contract. This represents **1 unit of "Creditcoin NEMESYS"**, based on its market value at the date of signing this agreement.

This loan constitutes "**Creditcoin NEMESYS**", a form of share in the profits of **Nemesys s.r.o.**, representing a **10% share in the company's profits**.

100,000 units of **Creditcoin NEMESYS** have been issued and are divisible, meaning they can be traded in fractional amounts based on their market value. The value of **Creditcoin NEMESYS** is determined by the market, considering availability, limited supply, and the profits of **Nemesys s.r.o.**, which will be distributed to **Creditcoin NEMESYS** holders in proportion to their holdings. Profit distribution will occur annually after the financial closure of **Nemesys s.r.o.**
(Hereinafter referred to as the "Debt")

Article II - Method of Loan Disbursement

1. The loan amount stated in Article I was provided to the Borrower upon signing this loan agreement.
2. The Borrower declares and confirms with their signature the receipt of the amount specified in Article I.

Article III - Loan Interest

1. The Contracting Parties agree that the loaned amount is secured by "**Creditcoin NEMESYS**", issued by **Nemesys s.r.o.** for the purpose of financing the company's projects.
2. The interest on the loan consists of a **10% share in the profits of Nemesys s.r.o.**

Article IV - Loan Repayment

1. The Borrower agrees to repay the debt to the Lender by **assigning a receivable**, either by purchasing it or facilitating its sale to third parties.
2. The Borrower reserves the right to assign the receivable **based on mutual agreement**, taking into account its actual market value at the time of assignment.
3. A **0.5% fee** on the real market value of the assigned receivable will be charged for processing the assignment.

Article V - Additional Rights and Obligations

1. If the Borrower delays repayment, they **commit to paying the Lender a statutory default interest** under **Act No. 40/1964 Coll. Civil Code**, from the day following the due date until full repayment.

Article VI - Final Provisions

1. Each party receives **one counterpart** of this loan agreement. Any modifications require a numbered addendum signed by both parties.
2. The Contracting Parties confirm that the addresses provided are valid for receiving mail. If a party **fails to accept a delivery** (or it is returned as undelivered), it is deemed **delivered at the time of return to the sender**. This also applies to arbitration proceedings.
3. Disputes arising from this agreement shall be resolved **in writing and expeditiously** by an **arbitrator appointed by the selected arbitration entity** under **§ 6(3) of Act No. 244/2002 Coll. on Arbitration Proceedings**.

Arbitration Clause

The arbitration will be conducted by **Rozhodcovské konanie SR s.r.o.**, based in **Žilinská 14, 811 05 Bratislava (www.rsba.sk)**, following the rules published in **Commercial Bulletin No. 96/2016, Ref. No. 0000260**. A single arbitrator will conduct the proceedings per Slovak legal regulations. The arbitrator may be a statutory representative of the selected entity. The parties agree to abide by arbitration and its ruling.

The Contracting Parties confirm that they have **read, understood, and signed** this loan agreement **freely and voluntarily**.

Signed in

Date:

Lender:

Borrower:
Pavol Nemeš