

BUSINESS LOAN AGREEMENT

Lender

Patrick Brittan Comer

Luling, LA 70070

patrick.comer@gmail.com

Borrower

Cint Group AB

Luntmakargatan 18,

111 37 Stockholm, Sweden

Primary Business Contact

Niels Boon

CFO

niels.boon@cint.com

Original Balance:	\$35,000,001
Interest Rate:	0.00%

APY:	0.00%
APR:	0.00%
Term:	36 months

Monthly Payment:	\$972,222.25
Total Principal Payments:	\$35,000,001
Total Interest Payments:	\$0.00
Total Payments:	\$35,000,001

Interest to Principle:	0.00%
Years to Pay:	3

Late Payment Fee	\$99
Prepayment	If you pay off your loan early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge.

Number of Payments	Payment Type	Amount	When payments are due
36	Principle	\$972,222.25	Your first payment is due on 2/28/2025 and then monthly thereafter. Payments are due before the end of the closing month.
0	Interest	\$0.00	Payment is due before the end of the closing year.

Instructions:
IBAN # ; Wire Routing # ;
Operating Account #
Bank address:
Account holder/beneficiary: Cint Group AB

1. INTRODUCTION. This Business Loan Agreement (Agreement) governs your Business Loan (Loan). Please read it and keep it for your reference. In this Agreement, the words you, your and Borrower mean the borrower named above, its successor, and assigns and, includes, as appropriate, the personal guarantor named above. This Agreement is a legal agreement between you and Patrick Brittan Comer. By signing, Borrower indicates acceptance to this Agreement. The word Lender means the Lender named above and its



successors and assigns. The word Guarantor means each individual that provides a personal guaranty for this Loan as named above. This Agreement includes **Arbitration** and **Governing Law provision**. For purposes of this Agreement, your principal business address will be deemed the address shown above.

2. LOAN FOR COMMERCIAL PURPOSES ONLY. This is a commercial loan. Borrower may use the proceeds of this Loan for business purposes only, and not for any personal, family or household purpose. Borrower understands that Borrowers agreement not to use the Loan proceeds for personal, family or household purposes means that certain important duties imposed upon entities making loans for consumer purposes, and certain important rights conferred upon consumers, pursuant to federal or state law will not apply to the Loan or the Agreement. Borrower also understands that Lender will be unable to determine whether the Loan conforms to this section. Borrower agrees that a breach by Borrower of the provisions of this section will not affect Lenders right to (i) enforce Borrowers promise to pay for all amounts owed under this Agreement, regardless of the purpose for which the Loan is in fact obtained or (ii) use any remedy legally available to Lender, even if that remedy would not have been available had the Loan been made for consumer purposes.

3. DISBURSEMENT OF LOAN PROCEEDS. Borrower authorizes Lender or its authorized representative to initiate a one-time Wire or ACH credit entry to the business bank account identified during the Loan application process or as added or updated by Borrower from time to time (Bank Account) in the amount of the Loan proceeds. Borrower represents and warrants that the Bank Account is not a consumer bank account.

4. PROMISE TO PAY. Borrower agrees to pay Lender the Loan Amount shown above plus interest at the rate shown above plus all other amounts that may become due under this Agreement pursuant to the payment schedule below. Borrower agrees to repay Lender in U.S. dollars.

5. PAYMENT SCHEDULE. This Loan has the Loan Term shown above. Payments are due on a recurring basis as shown above (Payment Due Date) beginning one payment cycle after the Funding Date and throughout the Loan Term and any loan term extension. For example, the first payment for a loan with a monthly payment cycle is due one month after the Funding Date. Borrower may prepay this Loan in whole or in part at any time prior to the end of the loan term without penalty. Prepayment will not reduce Borrowers scheduled payment amount but may shorten the term of the loan by reducing the total number of payments that Borrower must make. All amounts due under this Agreement that remain unpaid on the final scheduled Payment Due Date will be due on that date, unless the Lender extends the Loan Term at its sole discretion. In consideration of any loan term extension, Borrower agrees to pay all outstanding amounts in full by the agreed upon due date. Such agreement shall not affect the Lenders rights under the terms of this Agreement.

6. INTEREST. Interest will accrue daily on the portion of the Loan Amount that remains outstanding beginning on Funding Date until the Loan is paid in full. Lender may continue to impose interest at the same rate after maturity of the Loan if any amount remains unpaid. The daily rate of interest will be calculated by dividing the Interest Rate shown above by 365 days.

7. APPLICATION OF PAYMENTS. Subject to any restrictions under applicable law, Lender reserves the right to apply payments to Borrowers Loan in any manner Lender chooses in Lenders sole discretion.

8. ALTERNATIVE PAYMENT METHODS. If Borrower knows that for any reason Lender will be unable to receive a payment or if Borrower elects to use a different payment method other than originally specified, then Borrower must promptly either (i) mail a check to Lender in the amount of the scheduled or missed payment (ii) authorize a one-time ACH debit entry to a business bank account. If Borrower elects to send payment by check, then Borrower agrees to send such payment to Patrick Brittan Comer. All payments must be made in good funds by check from a commercial account at a U.S. financial institution in U.S. dollars.

9. ACCESS TO ACCOUNTS. Borrower authorizes the release of information and records to Lender regarding activity (i) in any business bank accounts maintained by the Borrower and (ii) in any other account that Lender deems necessary and appropriate to monitor Borrowers activities. Borrower agrees to provide or authorize sufficient access to view the activity in these accounts at any and all times while this Agreement is in effect. Borrower agrees to notify Lender promptly if Borrower changes any information necessary to identify or access such accounts. Borrower will notify Lender promptly, if Borrower opens a new bank account or Borrower closes an existing bank account.

10. BORROWER'S REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that: (i) Borrower will comply with all laws, statutes, regulations and ordinances pertaining to the conduct of Borrowers business; (ii) Borrowers principal executive office and the office where Borrower keeps its records concerning its accounts, contract rights and other property is at the address shown above; (iii) Borrower is duly organized, licensed, validly existing and in good standing under the laws of its state of formation and will hereafter remain in good standing in that state, and is duly qualified, licensed and in good standing in every other state in which it is doing business, and will hereafter remain duly qualified, licensed and in good standing in every other state in which the failure to qualify or become licensed could have a material adverse effect on the financial condition, business or operations of Borrower; (iv) the exact legal name of the Borrower is set forth above; (v) the execution, delivery and performance of this Agreement, and any other document executed in connection herewith, are within Borrowers powers, have been duly authorized, are not in contravention of law or the terms of Borrowers charter, by-laws or other organization papers, or of any indenture, agreement or undertaking to which Borrower is a party; (vi) all organization papers and all amendments thereto of Borrower have been duly filed and are in proper order and any capital stock issued by Borrower and outstanding was and is properly issued and all books and records (including QuickBooks records) of Borrower are accurate and up to date and will be so maintained; (vii) Borrower (a) is subject to no charter, corporate or other legal restriction, or any judgment, award, decree, order, governmental rule or regulation or contractual restriction that could have a material adverse effect on its financial condition, business or prospects, and (b) is in compliance with its organization documents and by-laws, all contractual requirements by which it may be bound (viii) there is no action, suit, proceeding or investigation pending or, to Borrowers knowledge, threatened against or affecting it or any of its assets before or by any court or other governmental authority which, if determined adversely to it, would have a material adverse effect on its financial condition, business or prospects; (ix) Borrower has no present



intention to close or cease operating its business, in whole or in part, temporarily or permanently; and all information provided by or on behalf of Borrower in connection with this Agreement or during the term of this Agreement is and will be true, accurate and complete in all respects.

11. CHANGE IN LEGAL STATUS. Borrower represents and agrees that Borrower will not (i) change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, or (ii) change its type of organization, jurisdiction of organization or other legal structure. If Borrower does not have an organizational identification number and later obtains one, Borrower will notify Lender promptly of such organizational identification number.

12. DEFAULT. To the greatest extent not prohibited by applicable law, Borrower will be in default under this Agreement if any of the following happens (herein, each an Event of Default): (i) Borrower fails to make any payment under this Agreement or any other agreement with Lender or any affiliate of Lender when due; (ii) Borrower fails to comply with or to perform any term, obligation, covenant or condition under this Agreement; (iii) Borrower is in default under any loan or any other agreement, in favor of any other party to whom Borrower owes a debt; (iv) any representation or statement made by Borrower or on the Borrowers behalf is false or misleading either now or at the time made; (v) a material change occurs in Borrowers ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (vi) Borrower liquidates or dissolves, or enters into any consolidation merger, partnership, joint venture or other combination without our prior written consent; (vii) Borrower sells any assets except in the ordinary course of Borrowers business as now conducted, or sells, leases, assigns, or transfers any substantial part of Borrower business or fixed assets or any property or other assets necessary for the continuance of Borrowers business as now conducted, including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (viii) any guaranty of performance given to Lender ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any Guarantor denies that the Guarantor has any further liability under such guaranty; or Guarantor defaults in any provision of any guaranty, or any financial information provided by Guarantor is false or misleading; (ix) if Borrower is a sole proprietorship, the personal guarantor shown above dies; if Borrower is a trust, a trustor dies; if Borrower is a partnership, any general or managing partner dies; if Borrower is a corporation, any principal officer or 10% or greater shareholder dies; if Borrower is a limited liability company, any managing member dies; if Borrower is any other form of business entity, any person(s) directly or indirectly controlling ten percent (10%) or more of the ownership interests of such entity dies; or any of the events described in this default section occurs with respect to any Guarantor.

13. NOTICE OF BORROWERS DEFAULT. Borrower agrees to furnish to Lender, immediately upon becoming aware of the existence of any condition or event which with the lapse of time or failure to give notice would constitute an Event of Default under this Agreement, written notice specifying the nature and period of the existence of such condition or event and any action which Borrower is taking or proposes to take with respect thereto.

14. ATTORNEYS FEES AND COLLECTION COSTS. To the greatest extent not prohibited by applicable law, Borrower will pay to Lender all expenses, including, but not limited to, collection costs, court costs, attorneys fees and expenses, and all other expenses of like nature, which may be expended by Lender to obtain or enforce payment under this Agreement as against Borrower or any Guarantor or other surety of Borrower or in the prosecution or defense of any action or concerning any matter arising out of or related to Borrowers Loan or this Agreement.

15. INDEMNIFICATION. Except for Lenders gross negligence or willful misconduct, Borrower will indemnify and hold Lender harmless from all loss, costs, damage, liability or expenses (including, without limitation, court costs and reasonable attorneys fees) that Lender may sustain or incur in any action or proceeding concerning any matter arising out of or related to this Agreement and/or any other documents now or hereafter executed in connection with this Agreement. This indemnity will survive the repayment of the Loan and the termination of this Agreement.

16. LIMITATION OF LIABILITY. Except as expressly prohibited by applicable law, Lender will not be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind (including, without limitation, lost revenues, loss of profits or loss of business), arising from this Agreement or relating to the obligations hereunder, even if advised of such potential damages.

17. ARBITRATION AGREEMENT. SIGNIFICANCE OF ARBITRATION; LIMITATIONS AND RESTRICTIONS. IN ARBITRATION, NEITHER BORROWER NOR LENDER WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED, (ii) ENGAGE IN PREARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT BORROWER OR LENDER COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN BORROWERS OWN OR LENDERS OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Broad Meaning of Claims. The term "Claims" in this Agreement is to be given the broadest possible meaning and includes (by way of example and without limitation) Claims arising from or relating to (i) this Agreement based upon contract, tort, fraud, statute, regulation, common law and equity, (ii) any transactions effected pursuant to this Agreement, (iii) terms of or change or addition of terms to this Agreement, (iv) collection of any obligation arising from this Agreement, (v) advertisements, promotions or oral or written statements relating to or arising out of any application or solicitation for this Loan or this Agreement or any transactions between Borrower and Lender pursuant to this Agreement, including any Claims regarding information obtained by Lender from, or reported by Lender to, credit reporting agencies or others, (vi) Claims between Borrower and Lender or the parties respective parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from any transaction between Lender and Borrower pursuant to this Agreement and (vii) Claims regarding the validity, enforceability or scope of this Arbitration section or this Agreement including, but not limited to, whether a given claim or dispute is subject to arbitration. Arbitration. All Claims will be resolved through arbitration pursuant to this section rather than by litigation, except for Claims filed in small claims court as described below. Claims will be decided by a neutral arbitrator.



No party will have the right to participate in a representative capacity or as a member of any class pertaining to any Claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrators decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrators decision will be final and binding. Other rights Borrower or Lender would have in court may also not be available in arbitration. The arbitrators authority is limited to Claims between the parties to this Agreement. Claims may not be consolidated unless all parties agree, in writing. Any arbitration award and any judgment confirming it will apply only to a specific Claim and cannot be used in any other case except to enforce the award. Arbitration herein is governed by the Federal Arbitration Act, 9 U.S.C. 1-16 (FAA) will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAAs rules, which are available at www.adr.org or by calling 1-800-778-7879.

18. JURY TRIAL WAIVER. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

19. SEVERABILITY. In case any one or more of the provisions contained in this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein will not in any way be affected or impaired thereby to the greatest extent consistent with the stated intent of the parties.

20. CHANGE IN CONTACT INFORMATION. Borrower or any Guarantor agrees to notify Lender immediately if the following information changes: name, postal or electronic mail address or other contact information.

21. ERRORS. Borrower will notify the Lender immediately if there are any errors in the information regarding Borrowers account or information that Borrower provides to Lender.

22. MODIFICATIONS; AMENDMENTS; CONSTRUCTION. No modification, amendment or waiver of any provision of this Agreement will be effective unless the same is in writing and signed by the parties affected. The headings of the sections and subsections herein are inserted for convenience only and under no circumstances will they affect in any way the meaning or interpretation of this Agreement.

23. CERTIFICATION AND SIGNATURES. Borrower certifies that Borrower has received a copy of this Agreement and that Borrower has read, understood and agreed to be bound by its terms. Borrower will provide a copy of this Agreement to each Guarantor, if any. The person signing this Agreement certifies that s/he is signing on behalf of the Borrower and that such signer is authorized to execute this Agreement on behalf of Borrower. Borrower intends to authenticate this writing, agrees to all its terms, and electronically signs this Agreement with the same force and effect as a manual signature. **The electronic record of the Borrowers electronic signature, if any, is hereby made a part of this Agreement.**

24. PERSONAL GUARANTY. Each Guarantor jointly and severally (if more than one), absolutely and unconditionally guarantees the prompt payment to Lender, including its successors and assignees, of any and all amounts owed by the Borrower pursuant to the Agreement. Each Guarantor further agrees to repay the amount owed under this Agreement on demand, without requiring Lender first to enforce payment against Borrower. This is a guarantee of payment and not of collection. This is an absolute, unconditional, primary, and continuing obligation and will remain in full force and effect until the first to occur of the following: (i) all amounts owed under this Agreement are paid in full and Lender has terminated this Personal Guaranty, or (ii) 30 days after the date on which written notice of revocation is actually received and accepted by Lender. No revocation will affect the then existing liabilities of the revoking Guarantor under this Personal Guaranty. This Personal Guaranty will be construed in accordance with the laws of such state and will inure to the benefit of Lender, its successors and assigns. To the greatest extent not prohibited by applicable law, each Guarantor waives its right to a trial by jury of any claim or cause of action based upon, arising out of or related to this guaranty and the Agreement, in any legal action or proceeding. Any such claim or cause of action will be tried by court sitting without a jury. Guarantor intends to authenticate this writing, agrees to all its terms and electronically signs this Agreement and Personal Guaranty with the same force and effect as a manual signature. **The electronic record of the Guarantors electronic signature, if any, is hereby made a part of this Agreement.**

By _____
Name _____
Title _____
Date _____

