

Loan Credit - #ILAIN927489



This Contract is entered into as of 29th June 2023 (the "Effective Date") by and between:

Lender:

Cede Capital

Borrower:

MariamTek Inc.

WHEREAS, the Borrower has obtained a loan in the amount of \$19.6 million (the "Loan") from the Lender; and

WHEREAS, the Lender has agreed to credit \$5 million worth of media exposure against the outstanding balance of the Loan; and

WHEREAS, the media exposure will be utilized for agreed marketing activities as detailed in this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

Credit of Media Exposure:

- a. The Borrower hereby agrees to credit \$5 million worth of media exposure against the outstanding balance of the Loan.
- b. The Lender agrees to accept the credit of media exposure as partial payment towards the Loan.

Agreed Marketing Activities:

- a. The Borrower shall utilize the credited media exposure solely for marketing activities as agreed upon by both parties.
- b. The specific marketing activities and channels to be utilized will be mutually determined and outlined in an attached schedule (the "Marketing Plan").
- c. The Borrower shall execute the Marketing Plan in good faith and in accordance with any applicable laws and regulations.
- d. The Borrower shall provide periodic reports to the Lender detailing the execution and results of the marketing activities.

Loan Repayment:

- a. The Borrower acknowledges and agrees that the credited media exposure does not absolve the Borrower's responsibility to repay the remaining balance of the Loan.

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b. The Borrower shall continue making regular payments toward the outstanding balance of the Loan in accordance with the terms and conditions set forth in the original loan agreement.

Term and Termination:

- a. This Contract shall remain in effect until the outstanding balance of the Loan is fully repaid.
- b. Either party may terminate this Contract by providing written notice to the other party in the event of a material breach or upon mutual agreement.

Governing Law and Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Entire Agreement:

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

Signed on behalf of **THE BORROWER**

Names:
Mark Holterman

Signed :

Position : Director, MariamTek Inc.
Dated :

Signed on behalf of **THE LENDER**

Name : **Edward Fitzpatrick**

Signed : 

Position : Cede Capital
Dated : **29th June 2023**

