

# INVESTMENT LOAN AGREEMENT

Tbilisi, Georgia

“ \_\_\_ ” \_\_\_\_\_ 2025

## 1. Parties to the Agreement

1.1. Citizen of the \_\_\_\_\_, date of birth \_\_\_\_\_, passport No. \_\_\_\_\_, hereinafter referred to as the “Investor”, on the one part,

and

1.2. Limited Liability Company “Your Coffee”, identification number 400345015, registered on 20.10.2022 by the National Agency of Public Registry, legal address: Georgia, Tbilisi, Isani District, Aleksandre Kalandadze Street No. 19–21, Building 1, Floor 1, represented by Director Viktor Rutovich, passport No. 55 1394486 issued on 03.04.2024, and Director Kirill Berdnikov, passport series No. 75 7624392 issued on 25.04.2018, acting on the basis of the charter, hereinafter referred to as the “Company”, on the other part.

1.3. The Investor and the Company shall hereinafter jointly be referred to as the “Parties” and individually as a “Party”.

1.4. This agreement (hereinafter referred to as the “Agreement”) defines the conditions under which the Investor provides the Company with funds for temporary use, and the Company undertakes to repay the loan amount and pay interest.

1.5. The Directors signing this Agreement on behalf of the Company confirm that:

- the execution and performance of the Agreement has been approved by the Company’s participants/shareholders (if such approval is required by the charter);
- each Director is duly authorized to act on behalf of the Company;
- this Agreement constitutes a valid and binding transaction for the Company.

## 2. Subject Matter of the Agreement and Loan Amount

2.1. The Investor provides the Company with a loan in the amount of USD 10,000 (ten thousand US dollars) (hereinafter referred to as the “Loan Amount”), and the Company undertakes to repay the Loan Amount and pay interest under the terms of this Agreement.

2.2. The loan is provided for use in the Company’s business activities (financing current and investment expenses).

2.3. Regardless of the actual method of transferring the funds, the Parties confirm that the obligations under this Agreement arise between the Investor and the Company.

## 3. Procedure for Providing the Loan Amount

3.1. The Investor may transfer the Loan Amount by one or several of the following methods:

3.1.1. in cash to a Director or founder/shareholder of the Company authorized to act in the interests of the Company;

3.1.2. by bank transfer to the personal bank account of a Director or founder/shareholder of the Company authorized to act in the interests of the Company.

3.2. Any person receiving funds from the Investor pursuant to Clause 3.1 confirms that they act in the interests of the Company and undertake to direct the received funds into the Company’s activities, including by depositing the funds into the Company’s bank account or otherwise documenting their contribution into the Company’s circulation.

3.3. The fact and date of transfer of the Loan Amount shall be documented by a mandatory acceptance and transfer act (receipt) signed by the Investor, the Company, and, in cases under Clauses 3.1.1–3.1.2, by the respective Director/founder/shareholder as the recipient. The form of the act may be executed as an appendix to this Agreement.

3.4. The date indicated in the acceptance and transfer act shall be deemed the date of provision of the loan (hereinafter referred to as the "Provision Date").

3.5. Without a signed acceptance and transfer act, any funds actually transferred by the Investor shall not be considered provided under this Agreement.

3.6. From the moment the funds are transferred and the acceptance and transfer act is signed, the Investor's obligation to provide the Loan Amount shall be deemed fully performed, and the Company and guarantors (see Section 10) acknowledge the existence of indebtedness to the Investor in the amount specified in the act.

#### 4. Loan Term and Lock-Up Period

4.1. The period during which neither the Investor nor the Company may demand repayment of the Loan Amount (hereinafter referred to as the "Lock-Up Period") shall be 12 (twelve) months from the date of signing this Agreement, except in cases of material breach by the Company as provided in Section 9.

4.2. Upon expiration of the Lock-Up Period, this Agreement shall remain in force until full performance of the Company's obligations, while the Parties may initiate repayment of the Loan Amount in accordance with Section 6.

#### 5. Interest on the Loan

5.1. Interest shall accrue on the Loan Amount at a fixed annual rate of 25% (twenty-five percent).

5.2. Interest shall be calculated on an ACT/365 basis. For convenience, the Parties agree that in the absence of repayment of the principal amount, the monthly interest payment payable to the Investor "net" shall amount to:

$$10,000 \times 0.25 / 12 = \text{USD } 208.3$$

(Two hundred eight US dollars and 30 cents) after withholding and payment of all mandatory taxes.

5.3. Interest shall be paid monthly starting from the month following the month of the Provision Date. The specific monthly payment date shall be no later than the 30th day of each calendar month.

5.4. During the staged repayment of the Loan Amount (see Section 6), interest for each month shall accrue on the actual outstanding balance of the Loan Amount at the beginning of the relevant month. The monthly payment shall consist of a portion of the principal and accrued interest.

## 6. Procedure for Repayment of the Loan Amount

### 6.1. Initiative of the Investor

6.1.1. Upon expiration of the Lock-Up Period, the Investor shall have the right to demand repayment of the Loan Amount.

6.1.2. For this purpose, the Investor shall send the Company a written notice (including by email or messenger specified in this Agreement) at least 1 (one) calendar month before the proposed repayment commencement date.

6.1.3. Upon expiration of the specified month, the Company shall begin repaying the Loan Amount in equal monthly installments over 12 (twelve) calendar months, whereby:

- approximate monthly principal payment:  $10,000 / 12 \approx \text{USD } 833.3$ ;
- interest on the outstanding balance for the relevant month shall be paid simultaneously.

### 6.2. Initiative of the Company

6.2.1. Upon expiration of the Lock-Up Period, the Company shall have the right to initiate repayment of the Loan Amount by notifying the Investor in accordance with Clause 6.1.2.

6.2.2. The repayment schedule for the Loan Amount and interest shall be identical to that provided in Clause 6.1.3 unless the Parties agree otherwise in writing.

### 6.3. Early Repayment by Agreement

6.3.1. The Parties may at any time by mutual written agreement amend the repayment schedule of the Loan Amount, including making an early repayment of the entire outstanding amount.

6.3.2. No additional commission for early repayment shall be charged unless otherwise expressly agreed by the Parties in writing.

## 7. Rights and Obligations of the Parties

### 7.1. Obligations of the Company

The Company undertakes to:

7.1.1. use the received funds in the interests of the Company's business activities;

7.1.2. timely pay interest and repay the Loan Amount in accordance with the terms of this Agreement;

7.1.3. upon a reasonable written request of the Investor, but no more than once per calendar quarter, provide brief information regarding the Company's activities and financial condition (simplified reporting or key indicators thereof) within 10 (ten) business days from receipt of such request;

7.1.4. notify the Investor of circumstances that may materially hinder the performance of obligations under this Agreement;

7.1.5. acknowledge that failure to provide reporting within the period specified in Clause 7.1.3 constitutes a material breach of obligations under this Agreement within the meaning of Section 9.

### 7.2. Rights of the Company

The Company shall have the right to:

- 7.2.1. attract other loans, credits, and investments, including from other individuals and legal entities;
- 7.2.2. independently determine the directions of use of the received funds within the framework of its business activities;
- 7.2.3. initiate repayment of the Loan Amount in accordance with Section 6.

### 7.3. Obligations of the Investor

The Investor undertakes to:

- 7.3.1. provide the Loan Amount under the terms of this Agreement;
- 7.3.2. upon request of the Company, provide information and documents necessary for the Company to fulfill its obligations before tax and other governmental authorities if related to this Agreement.

### 7.4. Rights of the Investor

The Investor shall have the right to:

- 7.4.1. receive interest and repayment of the Loan Amount within the terms and conditions established by this Agreement;
- 7.4.2. request, within reasonable limits, information regarding the performance of this Agreement and the financial condition of the Company;
- 7.4.3. initiate repayment of the Loan Amount in accordance with Section 6;
- 7.4.4. in the event of breach by the Company, exercise the rights provided by Section 9 and the legislation of Georgia.

### 7.5. Right to Participate in Future Investments

- 7.5.1. If the Company plans to attract a new investment loan or economically similar financing from third parties, the Company shall, where possible, notify the Investor and offer them the opportunity within a reasonable period to consider participation on comparable terms.

7.5.2. If the Investor declines participation or does not respond within the agreed period, the Company shall have the right to attract financing from other persons at its own discretion.

## 8. Taxes and Settlement Procedure

8.1. All payments under this Agreement shall be made in US dollars (USD) to the details specified by the Parties upon signing or in a separate appendix.

8.2. The Parties acknowledge that interest paid to a non-resident may be subject to withholding tax under Georgian legislation.

8.3. The Parties expressly agree that the interest amounts specified in Section 5 (25% per annum and USD 208.3 per month with unchanged principal amount) are net amounts payable to the Investor after taxation. All mandatory taxes and fees related to the payment of interest to the Investor shall be borne by the Company at its own expense in addition to the specified amounts.

8.4. In the event of changes in tax legislation or the tax status of the Investor, the Parties shall, where possible, agree on adjustments to the interest calculation mechanism in order to preserve for the Investor an economic return equivalent to 25% per annum after taxation.

## 9. Breach of Obligations and Liability

9.1. Breaches of the Company's obligations under this Agreement shall include, in particular:

9.1.1. delay in payment of interest or any part of the Loan Amount by more than 5 (five) calendar days from the due date;

9.1.2. failure to provide reporting within the period specified in Clause 7.1.3;

9.1.3. other material breaches of this Agreement affecting the timely fulfillment of the Company's monetary obligations to the Investor.

9.2. In the event of delay in any payment under this Agreement, the Company shall pay the Investor a penalty of 0.1% (zero point one percent) of the overdue payment amount for each day of delay, but not exceeding 10% (ten percent) of such payment amount, unless a higher penalty amount is expressly agreed by the Parties and does not contradict applicable legislation.

9.3. If a breach specified in Clause 9.1 is not remedied within 5 (five) calendar days after receipt of written notice from the Investor, the Investor shall have the right to:

9.3.1. demand early repayment of the entire outstanding Loan Amount and accrued interest within the period specified in such demand, but not less than 30 (thirty) calendar days; and/or

9.3.2. seek protection of their rights in court.

9.4. The commission by the Company of two or more breaches specified in Clause 9.1.1 within any twelve-month period, or delay of any payment for more than 30 (thirty) calendar days, shall constitute a material breach giving the Investor the right to demand commencement of repayment procedures under Section 6 regardless of whether the Lock-Up Period has expired.

## 10. Directors' Guarantee

10.1. Citizen of the Russian Federation Viktor Rutovich, passport No. 55 1394486 issued on 03.04.2024, and citizen of the Russian Federation Kirill Berdnikov, passport series No. 75 7624392 issued on 25.04.2018, hereinafter jointly and individually referred to as the "Guarantors", by signing this Agreement confirm that they also act in their own capacity as individuals and provide a guarantee for the fulfillment by the Company of all monetary obligations to the Investor under this Agreement.

10.2. The Guarantors shall bear joint and several liability before the Investor together with the Company for repayment of the Loan Amount, payment of interest, penalties, and any other amounts due to the Investor within the limits established by this Agreement and applicable legislation.

10.3. The Guarantors acknowledge that any funds received by them from the Investor under this Agreement (including under Clauses 3.1.1–3.1.2) are intended for the Company, and failure to transfer such funds to the Company's account does not release either the Company or the Guarantors from obligations to the Investor.

10.4. In the event of non-performance or improper performance by the Company of monetary obligations under this Agreement, the Investor shall have the right to bring claims against the Company, any of the Guarantors, or all Guarantors simultaneously at the Investor's discretion.

## 11. Force Majeure

11.1. A Party shall be released from liability for partial or complete non-performance of obligations under this Agreement if such non-performance results from force majeure circumstances, i.e. extraordinary events that the Party could neither foresee nor prevent by reasonable measures (war, mass riots, major natural disasters, serious restrictions on the banking system, prohibitions by governmental authorities, and other similar events).

11.2. The Party for whom performance has become impossible due to force majeure shall notify the other Party within a reasonable period and, where possible, provide supporting documents.

11.3. Performance of obligations affected by force majeure shall be suspended for the duration of such circumstances. Upon cessation of force majeure, the Parties shall agree on a new reasonable period for performance of obligations.

## 12. Governing Law, Disputes, and Correspondence

12.1. This Agreement shall be governed by the substantive law of Georgia.

12.2. The Parties undertake to first attempt to resolve disputes through negotiations. If no agreement is reached, the dispute shall be subject to consideration by the Tbilisi City Court.

12.3. The language of this Agreement is Russian. In the event of court proceedings at the location of the Company, the Parties shall ensure preparation of a proper Georgian translation of this Agreement.

12.4. Official notices under this Agreement shall be sent:

- by email:

Investor: \_\_\_\_\_

Company: yourcoffee.ge@gmail.com

- and/or to the postal addresses specified by the Parties upon signing this Agreement,
- and/or through agreed messengers and telephone numbers:

Investor: \_\_\_\_\_

Company (Directors): +995 533 33 36 27 (Viktor), +995 533 33 36 01 (Kirill).

12.5. Unless otherwise documented, notice shall be deemed received:

- by email – after 48 hours from the moment of sending to the specified address if no delivery error notice is received;
- through messenger – from the moment delivery/read status is displayed;
- by post – from the date indicated in the delivery confirmation notice.

### 13. Final Provisions

13.1. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior oral and written agreements on this matter.

13.2. Any amendments and supplements to this Agreement shall be valid only if made in writing and signed by both Parties (including exchange of signed scanned copies).

13.3. This Agreement is executed in two counterparts, one for the Investor and one for the Company. Both counterparts have equal legal force.

### 14. Signatures of the Parties and Guarantors

Investor:

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: “\_\_” \_\_\_\_\_ 2025

Company:

LLC “Your Coffee”

Director: Viktor Rutovich (acting on behalf of the Company)

Signature: \_\_\_\_\_

Date: “\_\_” \_\_\_\_\_ 2025

Director: Kirill Berdnikov (acting on behalf of the Company)

Signature: \_\_\_\_\_

Date: “\_\_” \_\_\_\_\_ 2025

Guarantors (as individuals):

Guarantor 1: Viktor Rutovich

Signature: \_\_\_\_\_

Date: “\_\_” \_\_\_\_\_ 2025

Guarantor 2: Kirill Berdnikov

Signature: \_\_\_\_\_

Date: “\_\_” \_\_\_\_\_ 2025