

Loan Agreement No.:

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

Creditor: Full Name:
Permanent Residence:
Date of Birth:

(hereinafter referred to as the “Creditor”)

Debtor: Full Name: Pavol Nemeš on behalf of Nemesys s.r.o.
Registered Office: Pod Lipami 6/2561, Šurany, 942 01
Date of Birth: 28 September 1969
Company ID (IČO): 55 392 474 Tax ID (DIČ): 2121972325 VAT ID (IČ DPH): SK2121972325

(hereinafter referred to as the “Debtor”; the Creditor and Debtor together also referred to as the “Contracting Parties”)

Article I

Subject Matter of the Loan Agreement The subject of this Loan Agreement is the lending of money in the amount of: EUR (in words:) to the Debtor by the Creditor under the terms and conditions set forth herein, which amount represents: units of “NEMESYSUNIT” according to their market value as of the date of signing this Agreement.

The loan thus created represents an asset consisting of “NEMESYSUNIT”.

“NEMESYSUNIT” is a form of participation in the revenues of Nemesys s.r.o. and represents a ten percent (10%) share in the revenues of Nemesys s.r.o.

A total of 100,000 (in words: one hundred thousand) NEMESYSUNITS have been issued.

The value of “NEMESYSUNIT” is determined by the market depending on their availability, the limited number of issued units, and the revenues of Nemesys s.r.o., which will be distributed among the holders of “NEMESYSUNIT” in proportion to the number of “NEMESYSUNIT” units owned.

Revenue distributions shall be made continuously upon the sale of products of Nemesys s.r.o. (hereinafter referred to as the “Debt”)

Article II

Method of Providing the Funds

1. The Debtor declares and confirms by signing this Agreement that the amount specified in Article I of this Agreement has been paid via the website www.nemesysunit.com, or by bank transfer to IBAN: SK78 5600 0000 0003 1391 6001, where the variable symbol is the contract number, or paid in cash upon signing this Loan Agreement.

Article III

Contractual Interest : The Contracting Parties have agreed that the loaned amount is backed by the asset “NEMESYSUNIT” issued by Nemesys s.r.o. for the purpose of financing the company’s projects. The interest on the loaned amount represents a ten percent (10%) share in the revenues of Nemesys s.r.o.

Article IV

Repayment of the Loan

1. The Contracting Parties have agreed that the Debtor shall repay the Debt to the Creditor in the form of assignment of a claim, either by purchasing it or by mediating its sale to third parties.
2. The Debtor reserves the right to carry out the assignment of the claim by mutual agreement of both parties, taking into account the actual market value at the time of interest in executing the assignment.
3. The loan shall automatically terminate once the revenues reach the amount of the loan. The shares – Nemesysunits – remain the property of their holder, who may sell them or retain them and continue receiving revenues as agreed until the termination of the loan.
4. For executing the assignment of the claim, the executor shall charge a fee of 0.5% of the real market value of the respective claim at the time of its assignment.

Article V

Other Rights and Obligations

1. This Agreement is concluded for a period of one year from its signing. If the Creditor does not request termination of the Agreement in writing, it shall automatically be extended for another year. A request for repayment of the loan must be submitted three months prior to the requested termination date. In such case, the actually loaned amount shall be paid out minus the amount already paid in the form of revenues.
2. The Contracting Parties have agreed that if the Debtor defaults on repayment of the Debt, the Debtor undertakes to pay the Creditor statutory default interest pursuant to Act No. 40/1964 Coll., the Civil Code, as amended, from the day following the due date until full payment.

Article VI

Final Provisions

1. One counterpart of this Loan Agreement shall be prepared for each party. The Contracting Parties agree that this Agreement may only be amended by numbered written amendments signed by both parties, which shall become an integral part of this Agreement.
2. The Contracting Parties declare that the address stated above (next to their name) is the address at which they receive postal deliveries. If any party fails to accept a delivery (or it is returned as undelivered), it shall be deemed delivered at the moment of its return to the sender. This also applies to arbitration proceedings.
3. The Contracting Parties agree that all disputes arising from this Agreement shall be resolved (in writing and in an expedited manner) by an arbitrator appointed to the function of a “selected person” pursuant to Section 6(3) of Act No. 244/2002 Coll. on Arbitration Proceedings, by Rozhodcovské konanie SR s.r.o., with its registered office at Žilinská 14, 811 05 Bratislava (www.rsba.sk), in accordance with the rules published in the Commercial Bulletin No. 96/2016, reference number: 0000260. The arbitration proceedings shall be conducted in accordance with the laws of the Slovak Republic by a single arbitrator. The arbitrator in the dispute may also be the statutory body of the selected person. The parties shall submit to the arbitration proceedings and the decision.
4. The Contracting Parties confirm that they have duly read this Loan Agreement, understand its contents, and sign it as a sign of their consent. Both parties declare that they have concluded this Loan Agreement freely and seriously.

Date:

Debtor: Creditor: