Loan Agreement

THIS LOAN AGREEMENT on the 28 day of January, 2018, between AX, registered under the laws of borrower country, with an office at borrower address (the “Borrower”), and test, registered under the laws of lender country, with an office at lender address (the “Lender”).

WHEREAS:

1. the Borrower is a commercial enterprise and in the business of borrower business type; and

2. the Lender is a in the business of providing loans to qualified business organizations; and

3. the Lender has agreed to loan funds to the Borrower in support of the Borrower’s ongoing business activities,

WHEREAS the Parties hereby wish to set forth the terms and conditions agreed between them:

**1. Interpretation**

(1) *Definitions*. In this agreement, unless otherwise stated the following terms shall have the meaning prescribed for each as follows:

(a) “Applicable Laws” means all present or future statutes, regulations, rules, orders, applicable common law standards and principles, treaties, conventions, judgments, awards, and other lawful determinations of any government or governmental agency or other comparable body, or court or other tribunal of competent jurisdiction in any applicable jurisdiction;

(b) “Business Day” means any day other than Saturday or Sunday or a statutory holiday so recognized by the province of province;

(c) “Loan” means the funds lent by the Lender to the Borrower described in clause 2 of this Loan Agreement, and includes all accrued outstanding interest on the principle amount;

(d) “Loan Agreement” means the terms and conditions described in this agreement. This Loan Agreement also includes all subsequent amendments in writing and executed by authorized officials of the Parties; and

(e) “Parties” means the Borrower and Lender, and “Party” means one of them as the context provides.

(2) *Assignment*. The Lender may, without the prior consent of the Borrower, assign any or all of its rights and obligations under this Loan Agreement to another party (the “Assignee”); provided that the assignment does not increase the cost to the Borrower of the Loan or otherwise prejudice the rights of the Borrower hereunder. The Borrower may not assign any of its rights or obligations under this Loan Agreement without the prior written consent of the Lender, which consent may be arbitrarily withheld.

(3) *Invalidity*. Any provision in this Loan Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this Loan Agreement.

(4) *Further Assurances*. The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to implement the provisions of this Loan Agreement, and each Party shall provide such further documents, instruments and cooperation requested by the other Party as may be reasonably necessary or desirable to give effect to this Loan Agreement and to carry out its provisions.

(5) *Smart Contract*. The Parties agree to be bound by the programming code deployed to the Ethereum Virtual Network as specified in the address on the header.

(6) *Waiver*. No waiver of any provision of this Loan Agreement, including waiver of a breach of this Loan Agreement, shall constitute a waiver of any other provision or breach of this Loan Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.

(7) *Governing Law*. This Loan Agreement shall be governed by and construed in accordance with the laws of the province of province and the laws of country, other than rules regarding conflict of laws. The courts of the province of province shall have exclusive jurisdiction to entertain any legal proceedings arising under this Loan Agreement.

(8) *Time of the Essence*. Time shall be of the essence of this Agreement and of every part of it, and no extension or variation to this Loan Agreement shall operate as a waiver of this provision.

(9) *Amendment*. This Loan Agreement may only be changed by a document in writing signed by both Parties.

(10) *Entire Agreement*. This Loan Agreement constitutes the entire agreement between the Parties in regard to its subject-matter. It supersedes all prior agreements, understandings, representations, warranties, proposals, negotiations and discussions, whether oral or written, between the Parties.

**2. Loan**

(1) The Lender agrees to lend to the Borrower and the Borrower agrees to borrow from the Lender the sum of US $ 12312 of lawful money of lender country (the “Principal Sum”).

(2) The Borrower agrees to pay to the Lender interest on the Principal Sum at a rate per annum equal to 6% per annum.

**3. Loan Repayment**

(1) The Borrower agrees to repay to the Lender by transferring all payment installments according to the Smart Contract in this agreement.

(a) The Principal Sum and Interest are to be repaid in 20 consecutive monthly installments of US $ 100 each commencing on the 1 day of February, 2018, and the balance of the Principal Sum, if any, together with all other amounts owing by the Borrower to the Lender shall be due and payable on the date provided for the payment of the last installment of principal; and

(b) Late Charges shall be paid as well after default or judgment or both at the rate set out in the Smart Contract on the first day of each month as calculated on that day on the basis of a calendar year for the actual number of days elapsed.

(2) Borrower may at any time and from time-to-time, as provided in the Smart Contract and without penalty, repay certain amount of Loan in addition to that described in subsection 3(1). All such payments shall be credited against the last installment payment(s).

**4. Default**

(1) On the happening of any of the following events of default the Lender may, at its option, forthwith and upon written notice, cancel the Loan and declare the outstanding principle and accrued interest to be immediately due and repayable, and the same shall be immediately due and payable:

(a) The Borrower fails to make any of the payments in the amounts and at the times specified in this Loan Agreement;

(b) The Borrower is in breach of any other agreement between the Lender and the Borrower;

(c) The Borrower makes any assignment for the benefit of creditors or any petition for a receiving order has been made against the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or is otherwise in breach of any covenant, representation and warranty, or condition precedent under this Loan Agreement;

(d) The Borrower suspends or otherwise fails to carry on its business;

(e) The Borrower defaults in the payment of moneys owing to any other creditor for the Borrower’s business; or

(f) The Lender in good faith believes that the prospect of repayment of the Loan, or performance otherwise by the Borrower of its obligations under this Loan Agreement, is impaired or doubtful.

**5. Representations and Warranties**

(1) *General*. Borrower makes the following representations and warranties to the Lender acknowledging that the Lender is relying on the truthfulness and accuracy of each representation and warranty in entering into this Loan Agreement, and with the further acknowledgment that the Lender would not have entered into this Loan Agreement without any of the representations and warranties of the Borrower:

(a) *Due Incorporation and Subsistence*. Borrower represents and warrants to the Lender that it is a corporation, duly registered and organized and validly subsisting under the laws of country and has the corporate power to enter into this Loan Agreement and to perform its obligations hereunder.

(b) *Authorization*. Borrower represents and warrants to the Lender that this Loan Agreement has been duly authorized, executed and delivered by the Borrower and is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower by the Lender in accordance with its terms except only as such enforcement may be restricted or limited by any applicable laws in regard to bankruptcy, insolvency or the enforcement of creditors’ rights generally.

(c) *Authorization to do Business*. Borrower represents and warrants to the Lender that the Borrower has all requisite licenses, permits, consents and other legal authority under Applicable Laws to carry on business in….

(d) *Conflicting Agreements*. Borrower represents and warrants to the Lender that the entering into and performance of this Loan Agreement, does not conflict, nor with the passage of time will conflict or result in a breach or violation of, the Borrower’s articles of incorporation or by-laws, or conflict with or breach any other agreement to which the Borrower is a party.

(e) *Not Bankrupt or Insolvent*. Borrower represents and warrants to the Lender that the Borrower has not made any assignment for the benefit of creditors, nor has any receiving order been made against the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or other applicable bankruptcy and insolvency legislation, nor has any petition for such an order been served on the Borrower, nor any proceedings initiated or contemplated under the provisions of the *Winding-Up and Restructuring Act*, R.S.C. 1985, c. W-11, or the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, nor has any receiver, receiver and manager, monitor, custodian or official with similar powers been appointed by court order or privately respecting the Borrower or any of its assets.

(f) *Credit Application and Credit Information*. Borrower represents and warrants to the Lender that the financial and corporate reports, documentation and other information of the Borrower, including all credit information and information contained in the Loan Application, are complete and accurate in all material respects and prepared in accordance with Canadian GAAP.

(g) *No Default*. Borrower represents and warrants to the Lender that the Borrower is not in default under any bond, guarantee or other instrument of indebtedness.

(h) *No Legal Jeopardy*. Borrower represents and warrants to the Lender that there is no claim, action, prosecution or other legal proceeding of any kind pending or threatened in any jurisdiction in which the Borrower does business, and before any court or other tribunal, including any administrative agency, in regard to any matter which, if adversely determined, may have a material adverse effect on its financial condition or ability otherwise to undertake its business or meet its obligations under this Agreement.

(i) *Compliance with Laws*. Borrower represents and warrants to the Lender that the Borrower is in compliance with all Applicable Laws and, to the knowledge of the Borrower there is no fact, circumstance or event currently or with the passage of time that would cause or result in any violation of the same.

(j) *Taxation Compliance*. Borrower represents and warrants to the Lender that the Borrower has filed all requisite tax returns and other information in all jurisdictions in which it is legally required to file the same, and paid or made provision for the payment of all taxes which are due and payable, and provided adequate reserves for payment of any tax, the payment of which it is contesting.

(2) *Full Disclosure*. Borrower represents and warrants to the Lender that neither this Loan Agreement, nor any document to be delivered by the Borrower, nor any certificate, report or statement delivered pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading.

(3) *Continuation of Representations and Warranties*. The representations and warranties of the Borrower described in subsection 5(1) shall remain in effect for the term of this Agreement.

(4) *Disclaimer*. EXCEPT AS EXPRESSLY STATED IN THIS CLAUSE 5, ALL REPRESENTATIONS AND WARRANTIES OF THE BORROWER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXCLUDED. THE LIABILITY OF THE BORROWER TO THE LENDER IS SOLELY THAT PROVIDED FOR ELSEWHERE IN THIS AGREEMENT.

**6. Indemnification**

Borrower shall indemnify and hold harmless the Lender for any change in the Applicable Laws that causes the Lender any additional or increased cost. This indemnification includes, without limitation, any additional or increased taxes or other governmental fees and charges payable by the Lender, except only for any increased or additional tax liability of the Lender on its general income.

**7. General**

(1) *Notices*. All notices to be given under this Loan Agreement shall be in writing and either sent to the email address or mobile of the other Party set out below. Any such notice shall be deemed to have been received on the date of delivery.

Borrower Email Address (and Mobile): borrowerEmail@gmail.com (7778889999)

Lender Email Address (and Mobile): lenderEmail@gmail.com (7779998888)

Either Party may change its address by written notice to the other given in the manner set out above.

(2) *Record of Indebtedness*. The outstanding amount of the Loan owed by the Borrower to the Lender from time-to-time will be determined by the records of the Lender. The records shall constitute *prima facie* proof of the validity of the amount owing.

IN WITNESS WHEREOF, the Parties have executed this Agreement, under seal, as of the date first written above.

**Borrower AX Lender test**

By: \_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: John Smith Name: John Doe