

THIS LOAN FACILITY AGREEMENT (this "Agreement") is dated as of the 7th day of January, 2018

BETWEEN:

AGEV INVESTMENT LIMITED, a company duly incorporated and validly existing in the Jebel Ali Free Zone as an Offshore Company, having company registration number 182498, with a registered office address at Sheikh Zayed Road, Business Bay, Prism Tower, 19th Floor, Office 1905-1910, P.O. Box 116637, Dubai, United Arab Emirates (hereinafter referred to as the "Lender"); and

AGIOIMAGE LIMITED, a company duly incorporated and validly existing in ~~Jebel Ali Free Zone as an off shore company~~ having company registration number ~~OF.387~~....., with an address at One By Omniyat Building, Office No 704, Sheikh Zayed Road, P.O. Box 2985, Dubai, United Arab Emirates (hereinafter referred to as the "Borrower").

RECITALS:

- A. The Borrower has requested that the Lender provide it with a loan facility in the amount of up to United States Dollars five million (USD5,000,000.00) (the "Loan Facility").
- B. The Lender has agreed to make the Loan Facility available to the Borrower subject to the terms and conditions in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained (including the recitals above) and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the parties hereby covenant and agree with each other as follows:

1. LOAN FACILITY

Subject to the terms and conditions contained in this Agreement and concurrent with the execution of this Agreement, the Lender makes the Loan Facility available to the Borrower, which the Borrower may draw down and repay in any amounts from time to time (the "Loan Amount"). Any other loan or loan facility existing or future between the Borrower and any third party will be subordinated to the Loan Facility.

2. INTEREST RATE

The Loan Amount shall bear interest at four per cent (4%) per annum on a three hundred and sixty-five (365) day year and on the basis of actual days elapsed. The interest calculation shall start on the date on which the advance of the Loan Amount is made by the Lender to the Borrower. Interest under this Agreement shall be calculated on the daily balance of the Loan Amount.



3. REPAYMENT OF THE LOAN AMOUNT AND INTEREST

The outstanding Loan Amount and any interest thereon shall be repaid to the Lender by the Borrower on or before 6th January, 2019 or as otherwise may be mutually agreed between the parties.

4. COVENANTS OF THE BORROWER

The Borrower covenants and agrees with the Lender that at all times during the term of this Agreement it will: (i) pay the Loan Amount, and any interest thereon and all other monies required to be paid to the Lender pursuant to this Agreement in the manner set forth herein, and (ii) duly observe and perform each and every of its covenants and agreements set forth in this Agreement.

5. DEFAULT

Upon the occurrence of any one or more of the following events, the Loan Amount, any interest thereon and any and all other amounts due to the Lender hereunder shall become immediately due and payable, without notice or demand:

(a) any breach by the Borrower of any covenant in this Agreement;

(b) the Borrower fails to pay any amount when such amount becomes due and payable;

(c) the Borrower: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of the Borrower's assets; (ii) makes a general assignment for the benefit of its creditors; (iii) is adjudicated bankrupt or insolvent; (iv) files a voluntary application for bankruptcy, or an application seeking reorganisation or an arrangement with creditors to take advantage of any bankruptcy, reorganisation, insolvency, readjustment of debt, liquidation, or debtor relief law, or any chapter of any such law; or (v) takes any action for the purpose of effecting any of the foregoing or an order, judgment, or decree shall be entered, without the application, approval, or consent of the Borrower, by any court of competent jurisdiction, approving the liquidation or reorganisation of all or a substantial part of the assets of the Borrower.

6. GENERAL

6.1 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6.2 This Agreement shall in all respects be construed in accordance with and governed by the laws of Dubai, United Arab Emirates and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.

M. Al...

[Signature]

6.3 This Agreement will be drafted and executed in the English language, which shall be the governing language for all matters relating to and arising out of this Agreement.

6.4 The Lender and the Borrower agree to execute and deliver all such further documents and other writings of any kind whatsoever and all such further acts and things as are reasonably required to carry out the full intent and meaning of this Agreement.

6.5 All references to funds in this Agreement are in United States Dollars (USD).

6.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6.7 This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or agreements collateral hereto other than as contained herein.

6.8 This Agreement may be signed in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

AS WITNESS the hands of the parties the day and year first above written

SIGNED by and duly authorised on behalf of **AGEV INVESTMENT LIMITED**

By: _____

Name: Akash Garg
Title: Director



SIGNED by and duly authorised on behalf of **AGIOIMAGE LIMITED**

By: _____

Name:
Title:

AGIO IMAGE LIMITED
PO BOX No. 71241
DUBAI, UAE

A handwritten signature or mark in the bottom right corner of the page.