

UNSECURED LOAN DEED

Holon Global Innovations Pty Ltd ACN 635 014 756 as the Borrower

and

**Boutique Capital Pty Ltd ACN 621 697 621 as trustee of the Holon
Wholesale Filecoin Fund as the Lender**

PARTIES

- 1 Holon Global Innovations Pty Ltd ACN 635 014 756 (the **Borrower**); and
- 2 Boutique Capital Pty Ltd ACN 621 697 621 as trustee of the Holon Wholesale Filecoin Fund (the **Lender**).

BACKGROUND

- 1 The Borrower wishes to borrow Filecoin from the Lender.
- 2 The Lender wishes to lend Filecoin to the Borrower.
- 3 The Lender and the Obligor wish to enter into this Deed to document the terms and conditions upon which the Principal will be advanced.

OPERATIVE PART

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.

Corporations Act means the *Corporations Act 2001* (Cth).

Deed means this unsecured loan deed and all schedules, annexures and attachments included in it.

Drawdown Date means date on which Principal is payable or such other date as agreed between the Parties in writing.

Effective Date means the date the last party signs this Deed.

Event of Default means any event or circumstance described in clause 9.1.

Financial Year means a period of 12 consecutive months ending on 30 June.

Insolvency Event means the occurrence of any of the following events in respect of an Obligor:

- (a) it is or states that it is insolvent or is deemed or presumed to be insolvent under any applicable laws;
- (b) where it is a company, an application or order is made for its winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution;
- (c) where it is a company, an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of it or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within 15 Business Days;

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- (d) a controller is appointed in respect of any of its property;
 - (e) where it is a company, it is deregistered under the Corporations Act or other legislation or notice of its proposed deregistration is given to it;
 - (f) a distress, attachment or execution is levied or becomes enforceable against any of its property;
 - (g) it enters into or takes action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them;
 - (h) a receiver, manager or receiver and manager is appointed in respect of it;
 - (i) a petition for the making of a sequestration order against its estate is presented and the petition is not stayed, withdrawn or dismissed within 15 Business Days or it presents a petition against itself;
 - (j) where it is an individual, it presents a declaration of intention under section 54A of the *Bankruptcy Act 1966* (Cth);
 - (k) where it is an individual, it dies; or
 - (l) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of it.

Interest Payment Date means the Repayment Date.

Interest Amount means an amount equal to the Principal.

Loan means the amount of Principal that is outstanding from time to time.

Material Adverse Effect means a material adverse effect upon either the ability of an Obligor to comply with its obligations under this Deed or the effectiveness or enforceability of this Deed.

Obligor means the Borrower.

Parties means the parties entering into this Deed.

Potential Event of Default mean an event or circumstance described in clause 9.1 which, with the giving of notice, lapse of time or fulfillment of any condition, would become an Event of Default.

Principal means number of Filecoin acquired on behalf of the Holon Wholesale Filecoin Fund.

Repayment Date means the fifth anniversary of the Drawdown Date or such other date as agreed between the Parties in writing.

Security Interest means any interest or right which secures the payment of a debt or other monetary obligation or the compliance with any other obligation and includes a security interest within the meaning of section 12(1) of the *Personal Property Securities Act 2009* (Cth).

Tax means a tax (including any goods and services tax), rate, levy, duty (including mortgage duty and stamp duty) or impost (other than a tax on the income of the Lender) and any

interest, penalty, expense or fine in connection with any of them.

1.2 Interpretation

In this Deed, unless expressed to the contrary:

- (a) words in the singular include the plural and vice versa;
- (b) headings are for convenience and do not affect the interpretation of this Deed;
- (c) any gender includes the other gender;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure, as the case may be, of this Deed;
- (e) if any act which must be done under this Deed is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day;
- (f) a reference to any legislation includes subordinate legislation and all amendments, consolidations or replacements from time to time;
- (g) if a word or phrase is defined in this Deed then any other grammatical form of the word or phrase shall have a corresponding meaning;
- (h) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity;
- (i) “includes” and similar words mean includes without limitation;
- (j) no clause of this Deed shall be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (k) a reference to a Party includes the Party’s legal personal representatives, successors, assigns and persons substituted by novation;
- (l) a reference to this or any other agreement includes the agreement, all schedules and annexures as novated, amended or replaced and despite any change in the identity of the parties;
- (m) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (n) a reference to time is to local time in New South Wales; and
- (o) a reference to “ ₿ ” or “FIL” refers to Filecoin the public cryptocurrency.

2 Loan

2.1 Loan

- (a) The Borrower may request a drawing up to the amount of the Principal from the Lender.
- (b) Subject to the conditions precedent set out in clause 3, the Lender must advance the amount of Principal requested in accordance with clause 2.1(a) to the Borrower on or prior to the Drawdown Date.

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- (c) The Borrower must only use the Principal as collateral for Filecoin mining or such other purpose approved by the Lender in writing.

3 Conditions Precedent

3.1 Conditions precedent to drawdown

The obligation of the Lender to lend the Principal to the Borrower is subject to the Lender having received the following, in form and substance reasonably satisfactory to it, on or prior to the Drawdown Date:

- (a) this Deed duly executed by the Obligors;
- (b) confirmation that the representations and warranties set out in this Deed are correct and not misleading as at the Drawdown Date; and
- (c) confirmation that no Event of Default or Potential Event of Default is continuing as at the Drawdown Date.

4 Interest

4.1 Interest

The Borrower must pay the Interest Amount. Unless otherwise stated, the Interest Amount must be paid on the Interest Payment Date.

4.2 Calculation

The Interest Amount will accrue monthly on a proportional basis over the period commencing on (and including) the Drawdown Date up to (and including) the Final Repayment Date.

4.3 Merger

If the liability of the Borrower to pay the Lender any money payable under this Deed becomes merged in any deed, judgment, order or thing, the Borrower must pay interest on the amount owing from time to time under that deed, judgment, order or thing at the higher of the rate payable under this Deed and that fixed by or payable under that deed, judgment, order or thing.

5 Repayment

5.1 Repayment

Subject to clauses 5.2 and 9.2, the Borrower must repay the Loan to the Lender on the Repayment Date.

5.2 Voluntary Prepayment

- (a) The Borrower may prepay the Loan in part or in full on any Business Day without penalty.
- (b) If the Borrower prepays the Loan in full in accordance with clause 5.2(a), the Borrower must also pay any other amounts due and payable under this Deed in full including any

Interest Amount accrued but unpaid.

- (c) Any money prepaid under this clause may not be reborrowed.

6 Payments

6.1 Manner of payment

Any payments made by an Obligor to the Lender under this Deed must be made:

- (a) at a place and in a manner reasonably required by the Lender;
- (b) by 4pm in the place where payment is required to be made;
- (c) in Filecoins (unless otherwise agreed between the Parties); and
- (d) in immediately available funds and without set-off, counter claim, condition or, unless required by law, deduction or withholding.

6.2 Gross up

If an Obligor is required by law to deduct or withhold Taxes from any payment to the Lender, that Obligor must pay an additional amount to the Lender so that, after all applicable deductions or withholdings, the Lender actually receives for its own account the full amount which would have been payable to the Lender if no deduction or withholding had been required.

6.3 Application

The Lender may apply any payment towards the satisfaction of any money due for payment by an Obligor in relation to this Deed in any manner that the Lender thinks fit and despite any purported application by that Obligor.

7 Representations and warranties

7.1 Nature

Each Obligor represents and warrants that as at the Effective Date:

- (a) it is incorporated under the laws of the place of its incorporation, it has the power and authority to enter into this Deed and it has undertaken and complied with the necessary corporate proceedings to ensure that this Deed is enforceable and binding on it;
- (b) this Deed constitutes its legal, valid and binding obligations and is enforceable against it by the Lender in accordance with its terms;
- (c) the execution and delivery of, and the compliance with its obligations under, this Deed does not contravene any law or directive from a government body, any agreement or instrument to which it is a party, any of its obligations to any other person or, where it is an incorporated entity, its constitutional documents;
- (d) no registration, recording or filing of this Deed, no payment of any Tax and no other action is necessary or desirable to ensure the validity and enforceability of the liabilities and obligations of it or the rights of the Lender under this Deed;

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- (e) it has complied with the terms of all approvals granted by any relevant statutory or regulatory authority in relation to the Loan;
 - (f) it is not immune from the jurisdiction of any court or any legal process;
 - (g) the Loan is predominantly for business or investment (other than residential property) purposes;
 - (h) except as notified to the Lender in writing prior to the Effective Date, no litigation, arbitration or administrative proceeding is current, pending or to its knowledge threatened which has or the adverse determination of which would be likely to have a Material Adverse Effect;
 - (i) no Event of Default or Potential Event of Default is continuing;
 - (j) it is not entering into the Deed as the trustee of any trust;

7.2 General

- (a) Each Obligor acknowledges that the Lender enters into this Deed in reliance on the representations and warranties.
- (b) Each representation and warranty is deemed repeated with reference to the facts and circumstances then existing on the Drawdown Date, each Interest Payment Date and the Repayment Date.

8 Indemnities

8.1 Nature

The Borrower indemnifies the Lender on demand against any liability, loss, cost or expense caused or contributed to by any failure by the Borrower to comply with any obligation under this Deed, any Event of Default or Potential Event of Default or the exercise or attempted exercise of any right by the Lender under this Deed.

8.2 General

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Borrower and survives the termination of this Deed.

9 Events of Default

9.1 Nature

Each of the following is an Event of Default:

- (a) an Obligor does not pay any money due for payment by it under and in accordance with this Deed unless its failure to pay is caused by administrative or technical error and payment is made within 2 Business Days;
- (b) an Obligor does not comply with any other obligation under this Deed and, if that default is capable of remedy, it is not remedied within 10 Business Days (or such longer period agreed by the Lender) after its occurrence;

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- (c) a representation, warranty or statement made or deemed to be made by an Obligor under this Deed is untrue or misleading in any material respect and, if the circumstances giving rise to the misrepresentation can be remedied, that Obligor does not remedy them within 10 Business Days of the Lender notifying that Obligor of becoming aware of the relevant circumstances;
 - (d) this Deed is void, voidable or otherwise unenforceable by the Lender or is claimed to be so by an Obligor;
 - (e) an authorisation from a government body necessary to enable:
 - (1) an Obligor to comply with its obligations under this Deed; or
 - (2) the Lender to exercise its rights under this Deed,is withheld or ceases to be in full force and effect;
 - (f) an event or series of events, including any material adverse change in the property or financial condition of an Obligor, occurs which has or is likely to have a Material Adverse Effect;
 - (g) where an Obligor is an incorporated entity, an investigation is instituted under the Corporations Act or other legislation into or an inspector is appointed to investigate that Obligor's affairs;
 - (h) where it is an incorporated entity, that Obligor ceases or threatens to carry on its business or a substantial part of its business or disposes of or threatens to dispose of all or substantially all of its assets;
 - (i) an Insolvency Event occurs; and
 - (j) a person who holds a Security Interest over property of an Obligor becomes entitled to exercise a right under that Security Interest against the property to recover any money the payment of which is secured by that Security Interest or enforce any other obligation the compliance of which is secured by it, other than any Security Interest granted to the Lender.

9.2 Acceleration

If an Event of Default is continuing the Lender may at any time by notice to the Borrower (if the Principal has not already been lent) decide not to lend the Principal to the Borrower and (if the Principal has been lent) make the Loan and any other money owing by the Borrower to the Lender in relation to this Deed immediately due for payment.

10 Undertakings

10.1 General

Whilst there are monies outstanding under this Deed, each Obligor must:

- (a) where it is a company, maintain its corporate existence;
- (b) comply with all applicable laws at any time in force and all applicable mandatory requirements of any public authority;

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- (c) duly and punctually pay all Taxes assessed, levied or imposed upon it; and
 - (d) do all things necessary to ensure no Event of Default occurs.

10.2 Notices

Whilst there are monies outstanding under this Deed, each Obligor must notify the Lender immediately of:

- (a) any Event of Default or Potential Event of Default; and
- (b) any change in its circumstances, the effect of which would or might reasonably be expected to have a Material Adverse Effect.

11 Costs and Expenses

11.1 Costs and expenses

The Borrower must on demand pay, and if paid by the Lender reimburse, to the Lender:

- (a) the Lender's reasonable costs and expenses (including legal costs and expenses on a full indemnity basis) in relation to the negotiation, preparation and execution of this agreement, any variation, replacement and discharge of this Deed and the exercise or attempted exercise or the preservation of any rights of the Lender under this Deed; and
- (b) any Taxes and registration and other fees (including fines and penalties relating to the Taxes and fees) which are payable in relation to this Deed and any transaction contemplated by it.

12 GST

12.1 Taxable supply

If GST is payable on any supply made under this Deed, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under this Deed and must be paid in addition to the consideration expressed elsewhere in this Deed unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.

12.2 Adjustment events

If an adjustment event arises in respect of any supply made under this Deed, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued if required, and any payments to give effect to the adjustment must be made.

12.3 Payments

If the recipient is required under this Deed to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is

entitled to.

12.4 **GST terminology**

The terms “adjustment event”, “consideration”, “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “taxable supply” and “tax invoice” each has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

13 Notices

13.1 **Form of notice**

A notice or other communication to be given under this Deed must be in writing in English and may be:

- (a) delivered personally;
- (b) given by an agent of the sender;
- (c) left at a Party’s current delivery address for notices as set out in this Deed;
- (d) sent by prepaid mail to a Party’s current postal address for notices as set out in this Deed; or
- (e) sent by email to a Party’s current email address for notices as set out in Schedule 1.

13.2 **Receipt of notice**

A notice or communication to be given under this Deed is taken as having been given:

- (a) when left at a Party’s current delivery address for notices; or
- (b) if mailed within Australia to an Australian address, on the third Business Day after posting; or
- (c) if mailed outside of Australia to an Australian postal address or within Australia to an address outside of Australia, on the tenth Business Day after posting; or
- (d) if sent by email, when it reaches the addressee’s inbox, unless the email is received after 5pm, in which case it is taken as having been given at 9am on the next day that is not a Saturday, Sunday or bank or public holiday in the place of receipt.

13.3 **Address for service**

Addresses for service are set out in Schedule 1 of this Deed. A Party may change its address for service of notices by written notice to the other Parties.

14 General

14.1 **Set-off**

The Lender may set off any money due for payment by the Lender to an Obligor whatsoever, including any money in any currency held by the Lender for the account of that Obligor in any place, against any money due for payment by that Obligor to the Lender under this Deed.

14.2 Lender's determination and certificate

A certificate by the Lender relating to this Deed is, in the absence of manifest error, conclusive evidence against the Obligors of the matters certified. The Lender is not obliged to give reasons for its determination or opinion in relation to any matter under this Deed.

14.3 Consents and approvals

The Lender may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Deed and is not obliged to give reasons for doing so.

14.4 Supervening legislation

Any present or future legislation which operates to lessen or vary in favour of an Obligor or any of its obligations in connection with this Deed or to postpone, stay, suspend or curtail any rights of the Lender under this Deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

14.5 Amendment

This Deed may only be amended by written agreement executed by all Parties.

14.6 Relationship of parties

This Deed is not intended to create a relationship between the Parties of partnership, joint venture or agency.

14.7 Assignment

An Obligor must not assign or otherwise dispose of any of its rights under this Deed without the prior written consent of the Lender. The Lender may assign or otherwise dispose of any of its rights under this Deed at its discretion.

14.8 Waiver or variation of rights

- (a) A right in favour of the Lender under this Deed and a breach of an obligation of an Obligor under this Deed can only be waived by an instrument duly executed by the Lender. No other act, omission or delay of the Lender will constitute a waiver binding, or estoppel against, the Lender.
- (b) A single or partial exercise or waiver by the Lender of a right relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.

14.9 Powers, rights and remedies

Except as expressly stated to the contrary in this Deed, the powers, rights and/or remedies of a Party are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party or any other person.

14.10 Further assurance

Each Obligor must from time to time and in a timely manner do all things reasonably required of it by the Lender to give effect to this Deed.

14.11 Counterparts

This Deed may be executed in any number of counterparts and, if so, the counterparts taken together will constitute one and the same agreement.

14.12 Entire agreement and understanding

In respect of the subject matter of this Deed:

- (a) this Deed contains the entire understanding between the Parties;
- (b) all previous oral and written communications, representations, warranties or commitments are superseded by this Deed and do not affect the interpretation or meaning of this Deed; and
- (c) each Party has relied entirely on its own enquiries before entering into this Deed.

14.13 Severance

If all or any part of any clause of this Deed is illegal or unenforceable, it will be severed from this Deed and will not affect the continued operation of the remaining provisions.

14.14 Governing law and jurisdiction

This Deed is governed by the laws of New South Wales and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.

Schedule 1 – Party Details

Party	Name	Contact details
Borrower	Holon Global Innovations Pty Ltd ACN 635 014 756	Address: Office 18, Level 2, Lawson Place, 165-167 Phillip Street, Sydney, New South Wales 2000, Australia Email: l@holon.investments Attn: Luke Behncke
Lender	Boutique Capital Pty Ltd ACN 621 697 621 as trustee of the Holon Wholesale Filecoin Fund	Address: Suite 211, 3 Eden Street, North Sydney, NSW 2060 Email: info@boutiqucapital.com.au Attn: Timothy Baker
Term	5 years (60 Months)	
Interest	100%	Return 2 FIL for each one FIL lent.

EXECUTION PAGE

SIGNED, SEALED AND DELIVERED AS DEED AND DATED THE EFFECTIVE DATE

Executed as a deed on behalf of **Holon Global Innovations Pty Ltd ACN 635 014 756** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

Luke Behncke

Name of Director (PRINT)

2 August 2021

Date



Signature of Director

Jonathan Hooker

Name of Director (PRINT)

2 August 2021

Date

Executed as a deed on behalf of **Boutique Capital Pty Ltd ACN 621 697 621 as trustee of the Holon Wholesale Filecoin Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

TIMOTHY BAKER

Name of Director (PRINT)

2 August 2021

Date



Signature of Secretary

SARAH POULOS

Name of Secretary (PRINT)

2 August 2021

Date