



DAP INC.
South Gate, CA
surt@dap.com

LOAN AGREEMENT

This Loan Agreement (the "Agreement") is executed as of this date June 21, 2022,

By and between

DIGITAL ASSET PAY INC, (hereinafter referred to as "Lender"), a Limited Liability Company which offers Alternative Financial Solutions approved under the California Financial Licensing Act Number **20213561068** with Head Office in London, UK, and acting US address at South Gate California.

And

MICHAEL JASON KYZAR, (hereinafter referred to as "Borrower"), and average American citizen with driver's license number **343245854**, resident at 1022 South Moor Drive, Arlington TX 76010. Operating with the Coca Cola company

The Lender and Borrower shall collectively be referred to as "the Parties.". In the determination of the rights and duties under this Loan Agreement, the entire document must be read. The parties hereby agree to be legally bound as follows:

LOAN TERMS AND CONDITIONS

Principal Loan Amount: The Lender agrees to loan the Borrower the principal sum of \$200,000 (the "Loan"), together with interest on the outstanding principal loan amount (the "Principal Balance") and in strict accordance with the terms outlined in this Agreement.

Payment: The principal loan amount, including the accrued and unpaid interest together with all other charges, costs, and expenses, is due and payable on or before every 5th of the month. All payments under this Loan Agreement are applied first to accrued interest and then to the balance of the outstanding principal.

Interest: The Principal Balance shall bear interest at the rate of 10%. The Borrower will not be obligated to pay any interest more than this amount.

Prepayment: The Borrower agrees to pay a 5% down payment of the initial loan amount after signing and attaching his/her government issued ID, driver's license, collateral documents, and company license documents if applicable. Meanwhile the rest 5% will be calculated and added to the loan amount which will be paid monthly.



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Acceleration: In the event of acceleration under this Agreement, where the Borrower fails to pay all or any part of the principal loan amount or accrued interest on or before the due date; or where the Borrower becomes insolvent or bankrupt, the Lender may at its sole discretion, declare this Loan Agreement immediately due and payable.

Indemnification of Costs, Fees, and Expenses: In the event of default or material breach of this Agreement, the Borrower hereby agrees to pay the Lender all costs of collection, including the reasonable legal fees incurred by the Lender while enforcing this Agreement.

Restructuring: This Agreement shall not be affected by any restructuring, winding up or changes that may affect the Borrower, its successors or assigns with any other registered entities or persons.

Waiver: The Borrower and all sureties, guarantors, and endorsers hereof waive presentment, notice of protest, notice of demand, notice of dishonor, notice of acceleration of maturity, and nonpayment of this Loan Agreement.

Successors and Assigns: This Loan Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Lender and the Borrower. Accordingly, the Borrower may not assign its rights or delegate its duties under this Agreement without notice and the Lender's prior written consent.

Assignment: The Borrower shall not assign this Agreement, whether in whole or in part, without prior notice to and written consent of the Lender. Accordingly, the Lender may assign all or any portion of this Agreement without prior notice to and written permission of the Borrower.

Joint and Several Liability: The obligation of each Borrower shall be joint and several under this Agreement if there is more than one Borrower of this Loan.

Notification: Any notice or communication under this Agreement must be in writing and recorded so that it can be used as evidence if required.

No Waiver: The Lender shall not be construed to have waived any provision of this Agreement or the exercise of any of the rights stated in this Agreement unless a waiver is made to that effect in writing. Any delay or omission in whole or in part by the Lender in exercising any of the rights under this Agreement shall not be deemed as a waiver of any such right or any such right or any other rights under this Agreement. Accordingly, the waiver of a breach or violation of any of the provisions contained in this Agreement shall not be deemed as a waiver of any other subsequent breach or violation.



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Remedies: The rights and remedies of the Lender shall be cumulative and may be pursued individually, collectively, or successively, in the sole discretion of the Lender.

Severability: If any of the outlined provisions of this Loan Agreement are held to be unenforceable or invalid in whole or in part, the remaining provisions of this Agreement shall not be rendered unenforceable or invalid and shall continue to be enforceable and valid in isolation of the unenforceable and invalid parts of this Agreement.

Amendment: Only a written agreement duly signed by the parties may amend or modify this Loan Agreement. Accordingly, the loss or destruction of this legal document shall not be construed as an amendment, variation, or termination of any of the provisions of this Agreement.

Entire Agreement: Accordingly, this Agreement contains the entire understanding between all parties involved and therefore supersedes and nullifies all prior agreements of the parties, whether written or oral, express, or implied, or a representation or warranty concerning the loan.

Counterparts: This Agreement may be executed in several counterparts, all of which constitute a single agreement between the Parties.

IN WITNESS WHEREOF, and acknowledging acceptance and Agreement of the preceding provisions, the undersigned parties have executed this Loan Agreement as of the date first stated above.

Lender: **DIGITAL ASSET PAY INC.**

By: _____ (Sign and stamp)

Address: 11362 PENNSYLVANIA AVE, SOUTH GATE, CA

Borrower: **MICHAEL JASON KYZAR**

By: _____ (Signature)

Address: _____

Witnessed by [NAME OF WITNESS]

By: _____ (Signature)

Address: _____