

Loan Agreement

Between

Computer Sciences Corporation, a corporation incorporated under the laws of the state of Nevada, in the United States of America, having its principal offices at 20408 Bashan Drive, Suite 231, Ashburn, VA 20147, United States of America, (hereinafter called the “**Lender**”).

And

Xchanging Solutions (USA), Inc., a corporation incorporated under the laws of the state of Delaware, in the United States of America, having its registered office address at Corporate Creations Network Inc., 3411 Silverside Road Tatnall Building #104, New Castle County, Wilmington, DE, 19810, United States of America (as **Borrower**).

Article 1 - Principal

The Lender hereby makes available to the Borrower a **Loan**, in the amount of **USD 12,500,000.00** (hereinafter the “**Principal**”) under the terms and conditions of this agreement. The amount of the **Loan** consists of the notional amount in **USD**.

The Lender has placed the funds at Borrower’s disposal on (hereinafter the “**Loan Issuance Date**”).

The Borrower hereby acknowledges that the Borrower is legally indebted to the Lender in accordance with the terms and conditions as set out herein.

Article 2 – Interest

The Borrower undertakes to pay a fixed interest of **6.139% per annum** (hereinafter the “**Interest**”) on the amount borrowed less any amounts repaid. If at any time the interest rate payable shall exceed the maximum rate of interest permitted under applicable law, such interest rate shall be reduced automatically to the maximum rate permitted.

Interest will accrue daily, will be calculated on a 360-day year consisting of twelve 30-day months, and will be due and payable **Monthly**, in arrears.

On any date on which a part of the Principal is repaid, the interest accrued on that part of the Principal repaid will be due and payable. If the entire Principal is repaid, the interest accrued up to the date of the repayment is due and payable with the repayment of the entire Principal.

Article 3 – Repayment

The Borrower will be required to repay the outstanding Principal on **December 31, 2028** (the

“**Due Date**”).

The Borrower may repay the Principal in full or in part at any time prior to the Due Date.

The Borrower and Lender may agree to extend the maturity of the loan anytime.

Article 4 – Currency

The payment of the Principal and the Interest and other amounts that may be payable under this Agreement by the Borrower to the Lender shall be made in **USD**.

Article 5 – Representation

The Borrower represents and warrants that it has the authority to enter into this Agreement.

The Borrower represents and warrants that this Agreement will not breach any other agreement to which the Borrower is a party.

The Lender represents and warrants that entering into this Agreement does not violate any provisions of law under which the Lender is incorporated nor violates its Articles of Association.

Article 6 – Event of Default

If any of the following events occurs, the Lender is entitled, upon written notice, to demand immediate payment of the Principal outstanding plus accrued interest:

- the representations of the Borrower are incorrect as of the date of this Agreement;
- the Interest due and payable is in default for 30 days or more, or;
- the Borrower has applied for the appointment of a receiver or liquidator of the Company.

Article 7 – Acceleration

Principal and all amounts will be due and payable by the Borrower in case of default under this Agreement not remedied within 15 days, insolvency or liquidation of the Borrower, in case of seizure of any assets of the Borrower or in case of any event or condition which gives reasonable grounds for the Lender to conclude the Borrower will be unable to perform or observe its obligations under this Agreement.

Article 8 – Miscellaneous

Any modification or changes to this Agreement shall be in writing. This Agreement shall be binding upon the parties, their respective legal representatives, successors and assignees. This Agreement contains the entire understanding of the parties with respect to the subject matter thereof. This Agreement may be executed in multiple counterparts all of which will be considered part of this Agreement.

Article 9 – Governing Law and Disputes

The validity, construction, interpretation and enforcement of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada, in the United States of America.

[SIGNATURE PAGE TO FOLLOW]

Signature Page

Computer Sciences Corporation *[Lender]*

By: _____
Name:
Title: Authorized representative
Date:

Xchanging Solutions (USA) Inc *[Borrower]*

By: _____
Name:
Title: Authorized representative
Date: