

LOAN AGREEMENT

THIS AGREEMENT is made on the 15th December 2023, BETWEEN **HappyLuck B.V.**, a limited liability company incorporated under the laws of Curacao with its registered head office at Korporaalweg 10, Willemstad, Curacao, (hereinafter referred to as "The Creditor") of the one part and **SDC Studio BV**, a limited liability company incorporated under the laws of Curacao with its registered head office at Korporaalweg 10, Willemstad, Curacao (hereinafter referred to as "The Debtor") of the other part,

WHEREAS:

- I. The Creditor wishes to lend to the Debtor and the Debtor wishes to borrow from the Creditor an unspecified amount but not exceeding 40.000,00 € (one hundred thousand euro) upon the terms, conditions and provisions of this agreement.
- II. The board of directors of the Debtor has approved the transaction contemplated by this agreement.

IT IS HEREBY AGREED AS FOLLOWS:

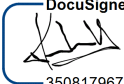
1. The Creditor hereby lends to the Debtor on the basis of this loan agreement amounts not exceeding 40000 € to be paid to third parties for the startup up the business
2. The loan shall bear 5% interest.
3. The Debtor undertakes with the Creditor to repay the loan as soon the Debtor manages to open an account in the name of the company
4. Notwithstanding the provisions of clause 4 above, the Debtor may at any time repay the loan.
5. Any alterations and/or changes to this contract and/or loan agreement can only be made at the will of both parties to the contract and only in

writing. The parties to this agreement should sign and authorize any alterations to be made to this agreement.

6. Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
7. The construction, validity and performance of this Agreement shall be governed by the Laws of the Republic of Curacao.
8. Save as otherwise provided in this Agreement, any notice, demand or other communication to be given by any party under, or in connection with this Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be considered as served to the party to which it is addressed if it is sent by registered post to the address stipulated by each party in this agreement.
9. This agreement shall be governed by and construed in all respects in accordance with the Laws of the Republic of Curacao and the parties agree to submit to the non-exclusive jurisdiction of the Curacao Courts as regards any claim or matter arising in relation to this agreement.
10. All the terms and conditions contained herein (including provisions as to time) are of the essence of the present agreement and any forbearance or delaying enforcement by the Creditor or the Debtor of their rights shall not be construed as a waiver thereof and any breach of the terms and conditions by any party will give the other party the right to claim under Curacao Law the legal remedies, including legal damages and costs, provided by any such Law for the innocent party.
11. This Agreement is made in duplicate and each party has received one copy.

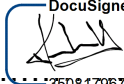
IN WITNESS WHEREOF, each party has executed this Agreement, or caused this Agreement to be executed by its duly authorized representatives, on the date first set forth above.

THE PARTIES

(Sgd)...............
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HappyLuck B.V.

- The Creditor -

(Sgd)...............
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SDC Studio B.V.

- The Debtor -