

DEDICATED OFFICE SPACE LEASE AGREEMENT

Date: December 1, 2025

BETWEEN:

Downtown E-Commerce Company B.V. a private limited liability company organized and existing under the laws of Curaçao, with its registered address at Zuikertuintjeweg z/n (Zuikertuin Tower), Willemstad, Curaçao and registered with the Chamber of Commerce of Curaçao under number 142919 (0) (the "**Landlord**"),

and

Media4 Curaçao N.V. a limited liability company organized and existing under the laws of Curaçao, with its registered address at Zuikertuintjeweg z/n (Zuikertuin Tower), Curaçao and registered with the Chamber of Commerce of Curaçao under number 164617 (the "**Tenant**"),

The Landlord and the Tenant will jointly be referred to as the "**Parties**".

WHEREAS:

The Landlord has at his disposal a number of office spaces in the Zuikertuin Tower (the "**Office Complex**"). The Landlord wishes to sub-lease to the Tenant and the Tenant wishes to sub-lease from the Landlord a dedicated office space on the terms and conditions set forth herein.

NOW THEREFORE PARTIES HAS AGREED AS FOLLOWS:

1 LEASED DEDICATED OFFICE SPACE

- 1.1 The Landlord hereby sub-leases to the Tenant and the Tenant sub-leases from the Landlord, for the Lease Term (as defined below), at the rental and upon all of the conditions set forth herein, a Dedicated Office Space with its own door in the office of Tenant located in the building known by address Zuikertuintjeweg z/n (Zuikertuin Tower), or in an equivalent building as assigned by the Landlord (the "Dedicated Office Space").
- 1.2 The Dedicated Office Space shall be for the exclusive use of the Tenant. The Dedicated Office Space includes a desk and an office chair. The name of the Tenant will be displayed on the door of the Dedicated Office Space. The Tenant shall have access to the Dedicated Office Space during normal Curacao office hours, subject to building security procedures.

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- 1.3 The use of the shared kitchen and shared sanitary facilities are included

2 COMMENCEMENT OF TERM

- 2.1 The Parties agree that the term of this lease is for a limited period of one (1) year and, commences on December 1, 2025 ("**Commencement Date**"). This lease shall terminate unconditionally and irrevocably one (1) year after the Commencement Date without observance of any further notice of termination unless mutually extended (the "**Expiration Date**"). The period between the Commencement Date and the Expiration Date shall hereinafter be referred to as the "**Lease Term**".
- 2.2 The Tenant may terminate this Agreement by giving written notice to the Landlord with a notice period of 2 (two) months. The Landlord may terminate this Agreement by giving written notice to the Tenant with a notice period of 1 (one) month.
- 2.3 Notwithstanding paragraph 2.2 of this Agreement the Landlord may terminate this agreement with immediate effect if and when the course of affairs of the Tenant is such that the Landlord cannot be reasonably expected to continue to act as managing director and/or to provide any other services, including but not limited to the following circumstances:
- a. The filing of a petition in bankruptcy ("faillissement") against the Tenant or an application for a suspension of payment ("surseance van betaling") of the Tenant;
 - b. A resolution by the shareholders of the Tenant to liquidate the Tenant company has been adopted;
 - c. Any material change in direct or indirect ownership of the Tenant Company, or in the composition of the board of managing directors of the Tenant Company, or any other change of control in respect of the Tenant Company;
 - d. If it shall become illegal or impossible for the Landlord without breach of laws applicable to it and for reasons reasonably outside the control of the Landlord to fulfill its obligations hereunder;
 - e. In case the Landlord has any indication regarding any (possible) direct or indirect involvement of the Tenant in illegal activities, including but not limited to terrorist activity, criminal offences, narcotic related activities, prostitution and/or violation of human rights and acts against humanity;
 - f. In the event that any sum (including disbursements and office expenses) due and payable to the Landlord is not paid by or on behalf of the Landlord within 30 days of the relevant invoice date in accordance with article 4.2.

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- g. if the Tenant and/or its beneficiary commits any material breach of the terms and conditions of this underlying agreement, and where such breach is capable of remedy, the Tenant and/or its beneficiary does not take the necessary action to remedy such breach within 30 days;
- h. tax or any penalties due by the Tenant are not or are not completely or are not timely paid according to the Curacao or any foreign applicable legislation;
- i. the Tenant and/or its beneficiary desist from providing the Landlord with any and all information regarding the assets, liabilities and/or business activities of the Tenant more specific but not limited to the nature of the online gaming activities, the used url's, the targeted jurisdictions and/or the jurisdictions of which players/clients are resident, amounts of winnings still due to players, penalties due or disputes with any governmental online gambling supervising authority.
- j. If the Tenant has received warnings and or penalties from Supervisory Authorities relating to online gambling activities which are intentional or non-intentional targeting regulated jurisdictions and these unlawful activities are continued or intended to be continued.

3 DELIVERY DATE AND TENANT'S FAILURE TO OPEN

The Dedicated Office Space shall be at the disposal of the Tenant as of the Commencement Date. If the Tenant does not occupy or use the Dedicated Office Space, the Landlord shall nevertheless be entitled to collect the Rent and any other amount payable under this Lease.

4 RENT AND COMPENSATION.

- 4.1 The rent during the Lease Term amounts to EUR 1,500 (one thousand five hundred Euros) raised with six percent (6%) office cost excluding turnover tax - if applicable - per month for the Dedicated Office Space (the "Rent"). The applicable turnover tax rate upon signing of this Agreement amounts to six percent (6%).
- 4.2 The Rent shall be payable six (6) months in advance by means of a bank transfer to the Landlord's designated account. The first payment, including the security deposit (Article 5) and turnover taxes, will become due upon signing of this Agreement. The second payment will be invoiced in month 6. If the Landlord does not receive the Rent by the fifth (5th) day of month 7, a penalty fee of EUR 200, per month excluding turnover taxes, shall be immediately due and payable by the Tenant to the Landlord.
- 4.3 Further, any rent or fee due to the Landlord by the Tenant which is not paid within

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30 days after it is due shall bear interest of two percent (2%) per month, starting from the first day that said rent or fee is due until paid.

5 SECURITY DEPOSIT

- 5.1 Upon signing of this contract, the Tenant will deposit with the Landlord an amount equal to one (1) Month rent. This deposit does not accrue interest.
- 5.2 The deposit shall serve as security for the full and faithful performance by the Tenant of all terms, covenants, and conditions of this Lease, including any damages to the Dedicated Office Space or other damages incurred to the Landlord.

6 LANDLORD'S REPAIRS AND ALTERATIONS

- 6.1 The Landlord reserves the right to stop the service of the plumbing and electric systems, when necessary, by reason of accident, or of repairs, alterations, or improvements in the judgment of the Landlord desirable or necessary to be made, until such repairs, alterations, or improvements will have been completed.
- 6.2 If the Landlord should deem it necessary to cause repairs and/or other work to be done to the Dedicated Office Space during the term of this agreement, the Tenant will be bound to admit the required working people into the Dedicated Office Space.

7 UTILITIES AND SERVICES

- 7.1 The Rent includes expenses for water, electric power, internet and cleaning. Other services should be acquired in consultation with the Tenant. The Tenant shall be responsible for contracting and paying for such other services directly, unless otherwise agreed in writing.
- 7.2 The Landlord will not be liable for the supply of water, electricity, telephone, or other utility nor for any obstruction in the supply of same, nor for damage arisen from, or as a result of, the pipework intended for such purposes, or for leakages owing to whatever cause.
- 7.3 The Landlord will be released from any and all liability in the event of molest or nuisance on account of failure of the current supply, water supply, telephone systems, other utilities or air- conditioning equipment.

8 PURPOSE OF LEASE

- 8.1 The Tenant will be bound to use the Dedicated Office Space for general office and professional business purposes and solely for the purpose of conducting its business and not to conduct in any illicit (business) activity.
- 8.2 The Tenant's failure to strictly abide by the terms and conditions as stated in this lease agreement will constitute a breach of Contract and authorizes the Landlord to evict the Tenant without judicial or further recourse by the Tenant.

9 LOSS OR DAMAGE OF TENANT'S GOODS

The Landlord assumes any liability whatsoever for loss or damage to goods belonging to the Tenant or third parties, or being in use of the letters, or being accidentally in or around the Dedicated Office Space, on account of causes arising from fire, explosion, larceny, theft, burglary, or any other cause whatsoever.

10 INDEMNITY

The Tenant will and does hereby agree to indemnify the Landlord and save them harmless, and at their option, agrees to defend the Landlord from and against any and all claims, actions, damages, liability, and expenses, including attorneys and other professional fees, in connection with loss of life, personal injury, and/or damage to property arising:

- (a) from or out of the occupancy or use of the Dedicated Office Space or any part of the Office complex in relation to the use of the Dedicated Office Space; and
- (b) from or relating to the use by the Tenant, the Tenant's agents, officers, employees, licensees, or invites of the Tenant's Dedicated Office Space or of any other part of the complex in relation to the use of the Office Space which may be caused wholly or in part, by any act or omission of the Tenant, its officers, agents, contractors, employees, licensees, or invites.

11 ASSIGNMENT, SUBLETTING, OR ENCUMBRANCE OF PREMISES

- 11.1 The Tenant, for himself, his heirs, successors, and assignees, expressly covenants that he will not assign, pledge, or encumber this agreement, nor underlet, or suffer to permit the demised premises, or any part thereof, to be used by others, without the prior written

consent of the Landlord, in each instance.

- 11.2 If this Lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant, the Landlord may collect rent from the assignee, under-tenant, or occupants, but no such assignment, underletting occupancy, or collection will be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant, or occupant as tenant, or a release of Tenant from the further performance by the Tenant of the covenants on the part of the Tenant herein contained.

12 SURRENDER OF PREMISES AT END OF TERM

- 12.1 This Lease agreement will be considered to have unconditionally and irrevocably terminated on the Expiration Date, unless otherwise agreed upon by both the Landlord and the Tenant.
- 12.2 Upon expiration or the termination of the term of this Lease, the Tenant will quit and surrender to the Landlord the dedicated Office Space and any access devices provided, in good order and condition, except for ordinary wear and tear.

13 RE-ENTRY

The Landlord will have the right to enter the demised premises to examine the same, clean and to show them to prospective purchasers or tenants.

14 APPLICABLE LAW AND COMPETENT COURT

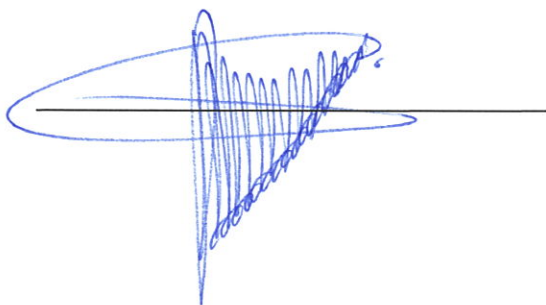
- 14.1 This agreement is subject to the laws of Curaçao and any disputes pertaining to or in connection with this agreement shall be presented to the Courts of Curaçao.
- 14.2 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity nor the enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

[Signatures on next page, the remainder of this page has been left out blank intentionally]

Thus, agreed upon and signed in duplicate on November 24, 2025 with effective date of December 1, 2025.

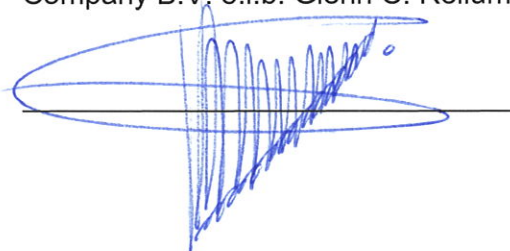
The Landlord

Downtown E-Commerce Company B.V.
Represented by: Glenn C. Rellum

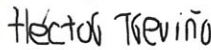


The Tenant

Media4 Curaçao N.V.
Represented by:
Downtown E- Downtown E-Commerce
Company B.V. o.i.b. Glenn C. Rellum



Accepted by:

Firmado por:

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Hector Treviño Lozano
UBO of Media4 Curaçao N.V.