

LICENSE TO USE SHARED OFFICE SPACE

Schedule 1

Date:	25-07-2025	
Lessor:	IGA Group B.V. Zuikertuintjeweg z/n Willemstad, Curacao	
Lessee:	WillX NV, 130Group NV, NEW ERA NV Zuikertuintjeweg z/n Willemstad, Curacao	
VAT:		
Type	SHARED OFFICE SPACE	40 hours monthly
Leased Office(s):	IGA Trust B.V., Zuikertuintjeweg z/n, Willemstad, Curacao	
Deposit:	500 euro	
Period:	01-07-2025	01-07-2026
Lease Fee:	230euro per month.	
Electricity, Water and Cleaning Services :	20euro per month.	
All Prices are subject to VAT at the current applicable rate.		

A. Definitions

- Common Parts Means the shared corridors, access routes, reception, kitchen and toilets
- Business Hours Means the opening hours of IGA Group B.V Office from 08:30 AM to 18:00 PM CET on a Business Day or any other time-period however designated;
- Business Day Means any day which is not a Saturday, Sunday or public holiday in Curacao;

I certify this is a true copy of the original.

21/08/2025

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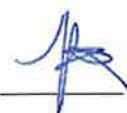
Licensor: M.F.

Licensee: 

B. Terms and Conditions of License

1. The Licensee shall occupy the Desk(s)/Office(s) for the Period as licensee and in addition the Licensor shall permit the Licensee to use the Common Parts subject always to the terms of the License. Included in the License is standard internet access, the office furniture and office equipment currently situated in the Desk(s)/Office(s) at the date hereof and as listed in the inventory attached at Schedule 2. It is STRICTLY FORBIDDEN in the License the right of the Licensee to use the address of the IGA Group B.V Office as the Licensee's registered office address. The License is subject to the Business Hours of IGA Group B.V Office during Business Days throughout the License term as defined herein.
2. The Licensee is entitled to:
 - 2.1. A booking shared Desk Services up to maximum 40 hours as indicated in Schedule.1
 - 2.2. Access to and Use of any common areas, terrace, co-working areas or any other desk(s) designated as Hot Desk Services;
 - 2.3. Access to any events or activities;
 - 2.4. Access to the IGA Group facilities.
 - 2.5. Up to 4 hours Boardroom access (pre-booking required)
3. The Licensee is not entitled to:
 - 3.1. A dedicated desk space;
 - 3.2. Use of IGA Group B.V Office address for any company's registered office address;
 - 3.3. Dedicated key card access to IGA Group B.V Office.
4. The Licensee is NOT entitled to use of the IGA Group B.V Office address for one company's registered office address, and is to request this service separate from this contract. The use of a registered office address must be approved by the Licensor in advance and an additional fee will apply.
5. The availability, access and use of the License is subject to change from time to time and is in the sole discretion of the Licensor. Without limiting the generality of the foregoing, the Licensee acknowledges that the Licensor may also make modifications, deletions or additions to this License and will provide the Licensee with the notice of changes to such License. Such changes will be effective immediately upon notice.
6. The Licensee shall hereon pay to the Licensor the Deposit, for which the Licensor acknowledges due receipt. The Deposit shall be returned to the Licensee at the end of the Period subject always to such deductions as are permitted under the terms of the License. The Deposit sum shall be dependent on the License Period. Whenever the License period does not exceed the duration of three (3) months, the deposit fee shall be equivalent to that of two (2) month, and if the License period exceeds three (3) months, the deposit fee shall be equivalent to that of three (3) months.
7. In consideration of the Desk(s)/Office(s) License, the Licensee shall pay to the Licensor the License Fee on the first day of every month in advance directly in the Licensor's bank account at the following bank details:
8. In the event that the Licensee does not pay on time as provided in this contract, the Licensor shall notify the Licensee of his omission on a weekly basis for three (3) consecutive weeks.
9. The functionality of the key-cards provided by the Licensor shall be directly dependent on successful payments by the Licensee. Provided that if the Licensee fails to pay the amount as provided in Schedule 1 of this License Contract, the key-card will be blocked and cease working following a third reminder for payment issued by the Licensor, as provided above.
10. The Licensee shall be entitled to request wired/wireless high-speed Internet and/or post-box services at the Desk Area/Office(s) or such additional services as may be supplied by the Licensor from time to time ('the Additional Services'). The Additional Services shall be supplied by the Licensor at the Licensor's sole discretion and said services shall strictly be used for office- purposes only. For the Additional Service, the Licensee shall pay to the Licensor a sum to be agreed between the Licensee and the Licensor. The Licensee shall settle any relevant bills in relation to the Desk(s)/Office(s) to the Licensor within 14 days of demand.

Licensor: M.F.

Licensee: 

11. Electricity, Water and Cleaning Services are not included in the License Fee and will be invoiced separately by the Licensor in accordance with the price list attached hereto at Schedule 1 ('the Price List'). This amount will be invoiced and paid monthly in advance along the License Fee (in accordance with Clause 3). The Price List may be amended at any time by the Licensor on 30 days' notice to the Licensee and is, at the Licensor's sole option, subject to an annual increase at the start of each calendar year (the new prices which shall be notified to the Licensee at the start of each calendar year).
12. Upon the expiry or earlier termination of the License, for whatever reason, the Licensee shall immediately relinquish possession of the Desk(s)/Office(s). Keys must be returned to the Licensor within 3 days of the expiry or earlier termination of the License. In the event that the Licensee fails to vacate the Desk(s)/Office(s), by midnight on the date of expiry or earlier termination of this license, then the Licensee shall be liable to pay the Licensor, by way of penalty for mere delay, an amount equivalent to 25% of the License Fee by way of liquidated damages, for each day during which the Licensee remains in occupation or possession of the Desk(s)/Office(s). The Licensee hereby expressly waives its right to any abatement of such liquidated damages, which is acknowledged to be stipulated for mere delay.
13. In the eventuality that the Licensee is no longer in possession of the key-card, the Licensee shall immediately contact the Licensor and inform him so. A sum of Euro 50 will be charged for the replacement of the key-card and an additional key card agreement shall be signed between the Licensor and the Licensee.
14. The Licensor reserves the right to vary the Price List from time to time as it may deem appropriate, provided that it shall not increase such fees more than once in any 12-month period. If the fees are adjusted downwards or upwards during a month, the Licensor will refund or invoice respectively the difference for the remainder of the month.
15. Upon the termination of the License period, the Licensor shall have no obligation to keep or maintain any item belonging to the Licensee, except for personal computers (PCs) which shall be kept by the Licensor for a period not exceeding thirty (30) days, to be collected by the Licensee.
16. The Licensee acknowledges that the License is granted as a license only and cannot in any way be deemed to be the granting of the Desk(s)/Office(s) under the title of lease and the License is personal to the Licensee and the Licensee shall not assign its rights under the License or part with or share occupation of the Desk(s)/Office(s) or any part thereof.
17. The Licensee shall maintain the Desk(s)/Office(s) in a clean, orderly and sanitary condition and shall take reasonable care of the interior of the Desk(s)/Office(s) including fixtures and fittings therein. The Licensee shall not store anything or leave any garbage or furniture or any other articles in the Common Parts. The Licensee shall keep any refuse in proper containers in the interior of the Desk(s)/Office(s) until removed. The Licensee shall make good any damage caused by the Licensee or its servants, employees or visitors, fair wear and tear excepted. The Licensor shall invoice the Licensee for any damages which can reasonably be held to be the fault of the Licensee and the Licensee hereby agrees to pay for such damages on demand. Failure by the Licensee to make such payment on demand shall be a material breach of the License which is incapable of remedy.
18. The Licensee shall request the assistance of the maintenance team should the Licensee require any alteration or change of the Desk(s)/Office(s), and said change or alteration shall be subject to the prior approval of the Licensor.
19. Subject to the Licensee's compliance with the terms and conditions of this License, upon the expiry or earlier termination of the License, the Licensor shall refund the Deposit to the Licensee deducting any such sums as are required to re-instate the Desk(s)/Office(s) to the condition as required by this clause. The Licensor will refund any part of the Deposit which is due to the Licensee under this Clause within 30 days of the Licensee vacating the Desk(s)/Office(s) (subject to the deduction of any such amounts which are due and owing by the Licensee to the Licensor under the provisions of the License).
20. The Licensee shall occupy the Desk(s)/Office(s) solely and exclusively as offices in connection with its business and it will not carry on at the Desk(s)/Office(s) any illegal activity hereunder anything that might damage the reputation of the Licensor. Including anything that may cause a nuisance or annoyance to the Licensor or any other occupier of any adjoining suites. No smoking is allowed within the Desk(s)/Office(s) or in any part of the IGA Group B.V Office. The Licensee will not do anything which may violate the insurance policy on the
21. Desk(s)/Office(s) and the IGA Group B.V Office and in the event of the premium payable under the insurance policy of the Premises being increased due to the Licensee's occupation of the Desk(s)/Office(s) it will reimburse the amount of such increase to the Licensor on demand.

Licensor: M.F.

Licensee: 

22. The Licensee shall not make any alterations or additions to the Desk(s)/Office(s) or attach any fixtures or fittings thereto without the Licensor's previous consent in writing. After vacating the leased Desk(s)/Office(s) the licensee is obligated deliver the Desk(s)/Office(s) in the same condition it was given; fair wear and tear excepted.
23. The Licensee shall comply with all reasonable regulations and conditions that the Licensor may impose relating to the use of the Desk(s)/Office(s) and the Common Areas
24. The Licensee acknowledges that any property brought in by the Licensee at the Desk(s)/Office(s) are the sole responsibility of the Licensee and the Licensee expressly and specifically agrees to waive and agrees not to make any claim for any direct or indirect damages or loss sustained.
25. The Licensee has the right to use IGA Group B.V Office boardroom for 8 hours per month during the Period. If this is exceeded the Licensee is obligated to pay the Licensor an additional remuneration of € 15.00 hourly excluding vat which will be added at the applicable rate.
26. The Licensee may terminate this License at any time by giving the Licensor not less than 60 days prior notice using the Licensor's standard termination form (available from the Licensor upon request). In such an event, the Licensee shall pay to the Licensor a sum equal to the total License Fee owing until the end of the Period. The Licensor shall be entitled to retain the Deposit in full or part payment of any License Fee outstanding under this Clause. The Licensee hereby acknowledges that this provision is fair and reasonable due to the amount of the License Fee having been calculated by the Licensor in consideration of the term of the License Period.
27. After the License Period expires, should there have been no prior notice of termination by the Licensee as provided in this contract, the License contract shall extend automatically, and continue to do so on a two (2) month basis. The sixty (60) day prior notice period for the termination of the license contract shall commence from the first (1) day of every month. If the Licensee does not wish to renew after an extended period of two months he must immediately inform the Licensor prior to the next renewal period, so that the next renewal would be the last. Failure to inform the Licensor of such notice implies automatic renewal for a further two months until such notice is given. Notice has to be given in writing or through electronic communication.
28. If the Licensee continues to occupy the Desk(s)/Office(s) after expiry of the License Period due to the parties negotiating terms for any subsequent License Period, the terms and conditions of this License will continue to apply to such an arrangement. Should the Licensee, after such a renegotiation period decide not to enter into a subsequent License for the Desk(s)/ Office(s) then the Licensee hereby forfeits the Deposit. The Licensee acknowledges that this is reasonable as the Licensor will have been unable to negotiate terms with alternative Licensees for any subsequent period during this renegotiation period.
29. In the event that the Licensee breaches any of the terms and conditions of the License, the Licensor may terminate the License immediately. In such an event, the Licensee shall pay to the Licensor a sum equal to the total License Fee owing until the end of the Period and the Deposit will be immediately forfeited. The termination of the License under this clause and the exercise of the rights as set out herein by the Licensor shall not prejudice or affect any right of action or remedy, including that for the recovery of damages, which may have accrued to the Licensor against the Licensee in terms of this License or in terms of law. The Deposit will be immediately forfeited if any of the terms and conditions herein are breached.
30. If the Licensee fails to make any payment due under the License by the due date then the Licensor shall have the right (without prejudice to any other rights or remedies available to the Licensor) to charge interest at the maximum rate allowed by law from the date that such payment is due.
31. All payments due by the Licensee under the License must be made without set off, withholding or deduction.
32. The Licensee agrees to indemnify the Licensor against any cost, loss or liability incurred by the Licensor as a result of any breach, negligence or default in the performance of the Licensee's obligations under this License.
33. The Licensee agrees to indemnify the Licensor upon the termination of the License period, for painting costs which shall be calculated on a case by case basis, dependent on the need as confirmed by the maintenance team. The calculation shall be made accordingly as compared to photos taken prior to the commencement of the License Period in the presence of the Licensee.
34. The Licensee expressly and specifically agrees to waive and agrees not to make any claim for damages, direct, indirect, punitive, special or consequential, including but not limited to lost business, revenue, profits or data, for any reason whatsoever arising out of or in connection with this License, any error or omission with respect thereto, from failure of any and all related ancillary services or any interruption of License.

Licensor: M.F.

Licensee: 

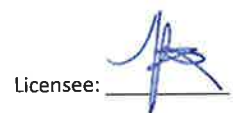
35. The Licensors shall not be liable for damage to Licensee's property of any type for any reason or cause whatsoever, except where such is due to the Licensors' gross negligence. The Licensors shall also not be responsible or liable for any actions or omissions by any other Licensees of the Licensors within IGA Group B.V Office. If any dispute or issue arises between any Licensees of IGA Group B.V Office, the Licensors shall not be responsible nor shall it provide any mediation or indemnification.
36. If any provision of the License is held by any competent authority to be illegal, invalid or unenforceable in whole or in part the validity of the other provisions of the License and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.
37. The Licensee agrees to permit the Licensors or its authorized representatives to enter the Desk(s)/Office(s) at all reasonable times during the Business Hours for the purpose of inspection, or for the making of any necessary repairs for which the Licensors feels necessary for the safety and preservation of the Desk(s)/Office(s) or for the performance of any work on the Desk(s)/Office(s) that may be necessary to comply with any laws or regulations of any public authority.
38. Neither party shall be in breach of this License nor liable for delay in performing, or failure to perform, any of its obligations under this License if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to strikes or failure of a utility service or telecommunications network, act of God, war, malicious damage, accident, breakdown of any machinery, fire, flood, storm or default of suppliers or subcontractors.
39. The License shall be construed in accordance with the laws in force in Curacao from time to time. If any controversy, disagreement, or dispute should arise between the parties in the performance, interpretation, or application of the License, the parties shall use their best efforts to reach an amicable solution. If no such amicable solution is reached, either party may call upon the other to have the dispute reviewed and finally settled by arbitration in accordance with the rules of the Curacao Arbitration Centre. The decision of the arbitration shall be final and binding on both parties.



Licensors

Licensee

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