

### Shareholder loan Agreement

This Shareholder Loan Agreement (the "Agreement") is entered into as of 01.11.2024 (the "Effective Date"),

Between:

**Lorand Robert Minyo** having a passport number 060913126 and has a registered address at Address: No 2, BL.P19, ET.4, AP.24 LIVIU REBREANU STREET,400446, CLUJNAPOCA ("Ultimate beneficial owner" or "UBO")

and

**Willx N.V.** having a registration number 161182 and has a registered address at Zuikertuintjeweg Z/N, \_\_\_\_\_ Curacao (the "Company")

The UBO and the Company shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

#### 1. Loan Provision:

The UBO, Lorand Robert Minyo, hereby agrees to provide a loan of **EUR 100,000.00** (the "Loan") to Willx N.V. (the "Company").

The Loan may be made available to the Company at any time, in one or more tranches, provided that each advance constitutes a payment from the Lender to the Company, by bank transfer or by any other method agreed between the Parties.

Any payments made by the Lender to the Company prior to the execution of this Agreement shall be deemed to constitute advances under the Loan, unless expressly agreed otherwise in writing.

#### 2. Loan Nature:

2.1. The Parties expressly agree that the Loan is at a fixed rate of four per cent (4%).

2.2. No penalty, margin, uplift, or other financial charge shall accrue on the outstanding principal amount of the Loan.

#### 3. Repayment Terms

3.1. The Loan shall be repayable by the Company subject to its financial position, liquidity, and operational requirements, as reasonably determined by the Company's management.

3.2. Repayment of the Loan (in whole or in part) may be made:

- at any time;

- in one or multiple installments;
- in amounts determined by the Company.

**3.3.** The Parties agree that no fixed repayment schedule, maturity date, or mandatory repayment timetable is established under this Agreement.

**3.4.** The Company shall not be considered in default for failure to repay the Loan by a specific date, provided that the Company continues its business in good faith.

**3.5.** Any repayment shall be made by bank transfer or such other method as may be agreed between the Parties.

#### **4. Acknowledgments:**

All parties acknowledge and agree to the following:

**4.1.** They have read and fully understood the terms and conditions outlined in this Agreement.

**4.2.** They have entered into this Agreement voluntarily and without any form of coercion or undue influence.

#### **5. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Curacao.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Curacao.

#### **6. Execution:**

This Agreement shall enter into force on the Effective Date and shall be binding upon execution by the Parties.

#### **Signatures**

##### **Ultimate Beneficial Owner**

Name: Lorand Robert Minyo

Signature: \_\_\_\_\_

Date: 01.11.2024

##### **The Company**

Name: Claire Godschalk Olmtak

On behalf of IGA Trust BV

Signature: C. Godschalk

Date: 01/11/2024