

LEASE AGREEMENT

Date: March 1, 2026

BETWEEN:

1. **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

2. **Lone Rock Holdings 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 148107 (the "**Tenant**"),

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

WHEREAS:

The Landlord has at its dispose an office spaces located in Zuikertuin Tower.

The Landlord wishes to sub-lease to the Tenant and the Tenant wishes to sub-lease from the Landlord a Co-workspace - Office Cubicle on the terms and conditions set forth herein.

NOW THEREFORE PARTIES HAS AGREED AS FOLLOWS:

1 LEASED OFFICE CUBICLE

- 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 Co-workspace - Office Cubicle located in the building known by address Zuikertuintjeweg z/n (Zuikertuin Tower), or in an equivalent building as assigned by the Landlord (the "Office Cubicle").
- 1.2 The Office Cubicle shall be for the exclusive use of the Tenant. The Office Cubicle includes a desk and an office chair. The Tenant shall have access to the Office Cubicle during normal Curacao office hours, subject to building security procedures.
- 1.3 The use of the shared kitchen and shared sanitary facilities is included.

2 COMMENCEMENT OF TERM

- 2.1 The Parties have agreed that the term of this lease is for a limited period of one (1) year and, commencing March 1, 2026 (**"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 and/or the Agent with a notice period of 2 (two) months. The Landlord and the Agent may terminate this Agreement by giving written notice to the Tenant with a notice period of 1 (one) month.

3 DELIVERY DATE AND TENANT'S FAILURE TO OPEN

The Office Cubicle shall be at the disposal of the Tenant as of the Commencement Date. If the Tenant does not occupy or use the Office Cubicle, 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 shall be EUR 1,000 (one thousand euros), excluding turnover taxes and 6% office costs, per month for the Office Cubicle (the **"Rent"**). The applicable turnover taxes upon signing of this Agreement are 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, excluding turnover taxes, shall be immediately due and payable by the Tenant to the Landlord.
- 4.3 Any rent or fee due to the Landlord by the Tenant which is not paid within 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.

- 4.4 The set-up fee of EUR 2,000 for the office cubicle shall be paid upon signing of this contract.

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 Office Cubicle 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 Office Cubicle, in which the office cubicle is located, during the term of this agreement, the Tenant will be bound to admit the required working people into the Office Cubicle.

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 nor the Agent will be liable for the supply of water, electricity, telephone, 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 and the Agent 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 or air- conditioning equipment.

8 PURPOSE OF LEASE

- 8.1 The Tenant will be bound to use the Office Cubicle 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 nor the Agent assume 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 Office Cubicle, 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 the Agent, and save them harmless, and at their option, agrees to defend the Landlord and the Agent from and against any and all claims, actions, damages, liability, and expense, 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 Office Cubicle or any part of the complex; and
- (b) from or out of the use by the Tenant, the Tenant's agents, officers, employees, licensees, or invites of the Tenant's premises or of any other part of the complex, 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 or the Agent, 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/the Agent 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 Office Cubicle and any key or access devices provided, in good order and condition, except for ordinary wear and tear.

13 RE-ENTRY

The Landlord or the Agent will have the right to enter the demised premises to examine the same, 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 March 02, 2026 with effective date of March 1, 2026.

Downtown -Commerce Company B.V.
The Landlord
By: Glenn C. Rellum

Title: Managing Director

The Tenant
Lone Rock Holdings N.V.
By: Glenn C. Rellum o.b.o. the
director Downtown E-Commerce
Company B.V.
Title: Managing Director

Approved by



Nenad Stojkoski
UBO of Lone Rock Holdings N.V.