

Shareholder Loan Agreement

PARTIES

David James Freeman, holding passport number **549285043**, and having a registered address at 6 Broadgate Kenilworth CV8 2UR, is the ultimate beneficial owner of **Gladiator Holding N.V.**

(the "Lender")

and

Gladiator Holding N.V. a company incorporated under the laws of Curaçao, having registration number 161721, and having its registered address at Zuikertuintjeweg Z/N, Curaçao, duly represented by its managing director IGA Trust B.V.

(the "Borrower")

TERMS AND CONDITIONS

1. Loan Provision

The Lender hereby agrees to provide to the Company an unsecured loan in the principal amount of EUR 100,000.00 (the "Loan").

2. Purpose of the Loan

The Loan shall be used to fund the operational costs of the Company.

3. Interest

3.1 The Loan shall bear a fixed interest rate of 4.0% per annum.

3.2 Interest shall accrue from the date on which the Loan (or any part thereof) is made available to the Company, calculated on a simple interest basis (without compounding), on the outstanding principal amount.

3.3 Accrued interest shall be payable together with the repayment of principal.

4. Loan Disbursement

The loan shall be deemed to be made available as of 28 February 2026. The funds shall be credited to the Company's bank account once the account has been established or otherwise disbursed directly in respect of operational costs incurred. Interest shall accrue from that date.

Dr. Claire M. Calleja Zammit
CAMS, Adv. Trib. Ecc. Melit., Pg. Dip. EC, LL.D
Advocate
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True copy of Original
as seen and verified by me:

6/2/2026

5. Repayment Terms

5.1 The Loan shall be repaid in full on or before **31 December 2027** (the "Repayment Date"), by way of a bullet repayment of the outstanding principal amount together with all accrued and unpaid interest.

5.2 The Company may make partial repayments prior to the Repayment Date without penalty.

5.3 Repayments shall be made via identifiable bank accounts for audit trail purposes.

6. Acknowledgements

Each party confirms that the Loan has been agreed on an arm's length basis and entered into voluntarily.

7. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Curaçao and the courts of Curaçao shall have exclusive jurisdiction.

8. Execution

This Agreement becomes effective upon execution by the parties.

SIGNATURES



Ultimate Beneficial Owner

Name: **David James Freeman**

Signature:

Date: 03/02/2026

Gladiator Holding N.V.

represented by its managing director **IGA Trust B.V.**

Name: Claire Godschalk Olmtak

Signature: 

Date: 03/02/2026

Gladiator Shareholder_Loan_Agreement_Final (1)

Final Audit Report

2026-02-03

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