

# **SHAREHOLDERS LOAN AGREEMENT**

between:

**THE LENDER**

**("the Lender")**

and

**THE BORROWER**

**("the Borrower")**

**(collectively referred to as the "Parties")**

This shareholder loan agreement ("Agreement") documents a loan arrangement between Sculpture N.V. ("Company") and Zylle Marie June A. Raymundo ("Shareholder"), the sole shareholder of Sculpture N.V.,

by and between:

**Lender:** Zylle Marie June A. Raymundo , holder of passport number A61966359 , an individual,  
and

**Borrower:** Sculpture N.V. , a company incorporated in Curaçao with its registered address at Zuikertuintjeweg Z/N (Zuikertuin Tower) and registration number 163844 (0) .

The Lender agrees to loan Borrower funds, as required, to operate Sculpture N.V. business. This Agreement is entered and effective on May 1, 2023;

### **1. Loan Amount**

The Lender agrees to lend the Borrower the amount of EUR 200,000 ("Loan") for the purpose of operational funding during the company's formation and early-stage setup .

### **2. Disbursement**

The Loan shall be disbursed by the Lender directly from the Lender's personal bank account to cover the Borrower's operational costs, or transferred to third parties on behalf of the Borrower. Such disbursements may be made periodically as required by the Borrower.

### **3. Interest**

The Loan shall be interest-free , unless otherwise agreed in writing by both parties.

### **4. Repayment**

The Borrower shall repay the Loan in full on or before [May 1, 2026] , or on demand by the Lender with 30 days' written notice . The Borrower may prepay all or any part of the Loan at any time without penalty.

### **5. Records and Accounting**

The Borrower shall maintain proper records of all Loan disbursements and acknowledge receipt of each amount. Both parties shall reconcile accounts periodically upon request.

### **6. Governing Law**

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

## **7. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written.

## **8. Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

## **9. Cession and Assignment**

Neither Party may cede, assign, delegate, alienate, transfer, sub-contract or otherwise part with any of its rights or obligations in terms of this Agreement, other than with the express prior written consent of the Lender .

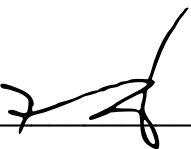
## **10. Signature**

This Agreement is signed by the Parties on the dates and at the places indicated opposite their respective names.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the day and year first written above.

Lender

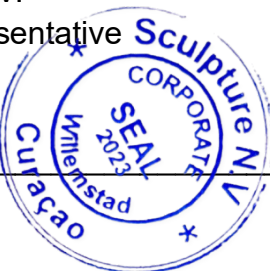
Zyrelle Marie June A. Raymundo

  
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Borrower

Sculpture N.V.

Legal Representative

  
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