

# **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 Zyrelle Marie June A. Raymundo (Shareholder), the sole shareholder of Sculpture N.V.,

by and between:

**Lender:** Zyrelle 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 .

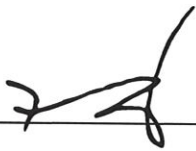
### 10. Signature

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



Borrower

Sculpture N.V.

Legal Representative



Glenn C. Rellum o.b.o.

Downtown E-Commerce Company B.V.

Signed on September 11, 2025 with effective date May 1, 2023

**CERTIFIED FOR  
TRUE COPY**



Mr. J. Almeida Toussaint LL.M

SEP 12 2025