

SHAREHOLDERS LOAN AGREEMENT

between:

THE LENDER

("the Lender")

and

THE BORROWER

("the Borrower")

(collectively referred to as the "Parties")

**CERTIFIED TRUE COPY
FROM THE ORIGINAL**

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 P2129042C, 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

**CERTIFIED TRUE COPY
FROM THE ORIGINAL**

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

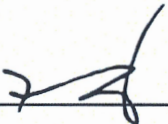
Neither Party may cede, assign, delegate, alienate, transfer, sub-contract or otherwise part with any of its rights or obligations in terms of this Agreement, other than with the express prior written consent of the Lender.

10. Signature

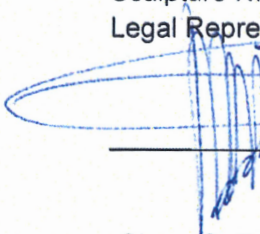
This Agreement is signed by the Parties on the dates and at the places indicated opposite their respective names.

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 TRUE COPY
FROM THE ORIGINAL**

22 DEC 2025

Doc. No. 332
Page No. 68
Book No. 194
Series of 202

ATTY. MARIELLE JENELLE L. LAGUERTA
Notary Public for City of Manila- Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025
PTR. NO. 2041441- Jan. 2, 2025 at Manila
MCLE No. VIII-0010660- Valid until 4-14-2028
ROLL NO. 88314