

I certified that is true copy of the original.

CHAO CHIH HAO

Mr. Chao chih hao

Number of Certificate : 3549

Hong Cheng CPA firm

CPA Firm No. 60844325

Address 11Fl., No. 133, Sec. 3, Li-Ming Rd., Taichung City

TEL:+886-4-23378688 Email:hc95432696@gmail.com

Date: 16. Sep 2025

SHAREHOLDERS LOAN AGREEMENT

between:

THE LENDER

("CHUN-FAN HSIAO")

and

THE BORROWER

("RoyceRose N.V.")

(collectively referred to as the "Parties")

This shareholder loan agreement ("Agreement") documents a loan arrangement between – RoyceRose N.V. ("Company") and Chun-Fan Hsiao ("Shareholder"), the sole shareholder of RoyceRose N.V..

by and between:

Lender: Chun-Fan Hsiao, holder of passport number 352652058 an individual,

and

Borrower: RoyceRose N.V. a company incorporated in Curaçao with its registered address at Zuikertuintjeweg ZIN (Zuikertuin Tower) and registration number – 169485 (0).

The Lender agrees to loan Borrower funds, as required, for the operation of RoyceRose N.V.. This Agreement is entered and effective on 21st of January 2025.

1. Loan Amount

The Lender agrees to lend the Borrower the amount of **EU100,000** ("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 any amounts advanced under this Loan only upon demand by the Lender, provided that the Lender gives the Borrower thirty (30) days' prior written notice. The Borrower may prepay all or any part of the amounts outstanding 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.

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Lender:

CHUN-FAN HSIAO



CHAO CHIH HAO

Borrower:

RoyceRose N.V.

Represented by Glenn C. Rellum
o.b.o. Downtown E-Commerce
Company B.V.

Mr. Chao chih hao

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Date: *16. Sep 2025*

Signed on September 17, 2025
with effective date 21 January 2025